

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF URBANCORP TORONTO MANAGEMENT
INC., URBANCORP TORONTO MANAGEMENT INC.,
URBANCORP (ST. CLAIR VILLAGE) INC., URBANCORP
(PATRICIA) INC., URBANCORP (MALLOW) INC., URBANCORP
(LAWRENCE) INC., URBANCORP DOWNSVIEW PARK
DEVELOPMENT INC., URBANCORP (952 QUEEN WEST) INC.,
KING RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC.,
HIGH RES. INC., BRIDGE ON KING INC. (COLLECTIVELY, THE
"APPLICANTS") AND THE AFFILIATED ENTITIES LISTED IN
SCHEDULE "A" HERETO

MOTION RECORD

September 4, 2019

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TO: SERVICE LIST

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Tab 1

Court File No. CV-16-11389-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE COMPANIES' CREDITORS
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HIGH RES. INC., BRIDGE ON KING INC. (COLLECTIVELY, THE
"APPLICANTS") AND THE AFFILIATED ENTITIES LISTED IN
SCHEDULE "A" HERETO

NOTICE OF MOTION

THE MOVING PARTY, Speedy Electric Contractors Limited ("**Speedy**"), will make a Motion to a Judge on the Toronto Commercial List, on a date to be fixed by the Court on October 4, 2019 at 11:00 a.m., at the court house, 330 University Avenue, Toronto, Ontario, M5G 1R7.

PROPOSED METHOD OF HEARING: The Motion is to be heard orally.

THE MOTION IS FOR

- (a) A declaration that Speedy has filed a claim with the Monitor against Urbancorp Cumberland 1 LP, claiming a trust in accordance with section 9 of the *Construction Act* in the amount of its outstanding account of \$3,301,822.57 for work supplied to the Kingsclub Development.
- (b) An order that KSV, in its capacity as Monitor for Cumberland 1 LP, shall not distribute the net proceeds from the sale of Cumberland 1 LP's interest in the Kingsclub Development (as defined below) until further order of the court.
- (c) Such further and other relief as to this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE

The Monitor's 34th and 35th Reports to the Court: Background of the Kingsclub Development

1. Urbancorp New Kings Inc (“**UNKI**”) and King Liberty North Corporation (“**First Capital**”), an affiliate of First Capital (S.C.) Corporation, were each 50% co-owners of lands municipally described as 1100 King Street West, Toronto (the “**Kingsclub Development**”). The Kingsclub Development is a significant retail and residential development located in Liberty Village in Toronto. The project is scheduled to be completed this year. It has experienced several delays and cost overruns.
2. Urbancorp Cumberland 1 LP (“**Cumberland**”) is the shareholder of UNKI and UNKI is a nominee for Cumberland. UNKI is not subject to the CCAA proceedings.
3. Pursuant to the Initial Order (May 18, 2016), Robert Kofman, the President of KSV and the person with oversight of these proceedings on behalf of the Monitor, or such representative of KSV as Mr. Kofman may designate in writing from time to time, was appointed to the management committee of the Kingsclub Development at the outset of these proceedings.
4. On June 25, 2019, the Court issued an order (the “**Approval and Vesting Order**”) approving a transaction whereby First Capital would acquire the UNKI Interest (the “**Kingsclub Transaction**”) for a cash payment of \$2.15 million, plus an amount for assumed liabilities. Thereafter, the Monitor entered into an agreement of purchase and sale, for and on behalf of Cumberland and UNKI, as vendor, and First Capital, as purchaser.
5. The Kingsclub Transaction closed on or about August 2, 2019.
6. The Monitor is authorized to distribute the net proceeds from the sale to UCI without any further order of the court pursuant to the order of Chief Justice Morawetz dated January 30, 2019.

Speedy's Trust Claim

7. Since October 2014, Speedy has been supplying ongoing electrical work to the Kingsclub Development, and Speedy continues to supply work to the project (the “**Contract**”).
8. On July 24, 2019, the current management for the Kingsclub Development refused to pay Speedy the full amount owing under the Contract, which includes a completed Change Order, despite no issue that the work was fully completed.
9. A Change Order was issued by the Kingsclub Development on December 8, 2015. The Change Order is signed by the Vice President of Construction for Urbancorp, Joe Pietrangelo, acting in his capacity as signing officer for the “Owner”. In or around April 2016, the management of the Kingsclub Development was turned over from Urbancorp to First Capital as a result of the financial collapse of the Urbancorp group of companies. First Capital retained Multiplex Construction Canada Inc. (“**Multiplex**”) as the new construction manager for the Kingsclub Development. It appears that new management for the Kingsclub Development (i.e. First Capital/Multiplex) is not content with the price of the Change Order agreed upon by previous management of the project (i.e. Urbancorp).
10. Despite the formal Change Order that was issued in the amount of \$2,679,436.00, plus HST, Multiplex will not approve any payment to Speedy for the work that exceeds \$1,429,394.31, plus HST. Speedy is also owed its holdback in the amount of \$1,637,511.72, inclusive of HST, plus additional other progress draws for work already completed and approved.
11. The total amount currently owing to Speedy is \$3,301,822.57 (inclusive of HST).
12. Shortly after the dispute arose between Speedy and the new management for the Kingsclub Development, on or about August 2, 2019, the Kingsclub Transaction closed and Cumberland (or the Monitor) received the proceeds from the sale of its interest in the Kingsclub Development.
13. Pursuant to section 9 of the *Construction Act*, any net proceeds received by an “owner” from the sale of its “interest in a premises” is a trust fund for the benefit of any construction trades with outstanding accounts for work supplied to the improved property.

14. On August 20, 2019, Speedy advised the Monitor that it would be advancing a trust claim with respect to the proceeds received from the sale of Cumberland's interest in the Kingsclub Development ("**Speedy's Trust Claim**").

15. There is a pending appeal with the Court of Appeal, scheduled for October 3, 2019, that will have an impact on the determination of Speedy's Trust Claim (the "**Appeal**"). The Appeal will be heard by a panel of five judges, and the Appeal will determine whether a section 9 trust is created upon the receipt by a court appointed monitor of the net proceeds from the sale of an interest in a property owned by an entity that is subject to CCAA proceedings.

16. Speedy submits that the decision from the Appeal will likely determine whether Speedy is the beneficiary of a trust with respect to the net proceeds received from the sale of Cumberland's interest in the Kingsclub Development, which has been received by KSV in its capacity as Monitor for Cumberland.

17. Speedy has requested that the Monitor (KSV) reserve the net proceeds of sale pending determination of the Appeal, but the Monitor advised it will not do so absent court order.

18. According to section 13 of the *Construction Act*, every director, officer, or individual with effective control over KSV, who assents to, or acquiesces in, conduct that he or she knows or reasonably ought to know amounts to breach of trust by KSV, is liable for the breach of trust.

19. Rule 37 of the *Rules of Civil Procedure*.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

- (a) The Initial Order, dated May 18, 2016;
- (b) The Order of the Honourable Regional Senior Justice Morawetz, dated January 30, 2019;
- (c) The Thirty-Fourth Report to Court of KSV Kofman Inc. as CCAA Monitor;
- (d) The Thirty-Fifth Report to Court of KSV Kofman Inc. as CCAA Monitor;
- (e) The Affidavit of Marco Bucci, and Exhibits attached thereto; and

- (f) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

September 4, 2019

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TO: SERVICE LIST

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Court File No. CV-16-11389-00CL

**ONTARIO
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PROCEEDING COMMENCED IN TORONTO

NOTICE OF MOTION

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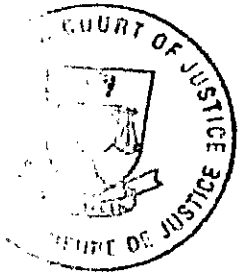
Lawyers for Speedy Electric Contractors Limited

Tab 2

Court File No.: CV-16-11389-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) WEDNESDAY, THE 18TH
)
JUSTICE NEWBOULD) DAY OF MAY, 2016



**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF URBANCORP TORONTO
MANAGEMENT INC., URBANCORP (ST. CLAIR
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RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC.,
HIGH RES. INC., BRIDGE ON KING INC. (Collectively the
"Applicants") AND THE AFFILIATED ENTITIES LISTED
IN SCHEDULE "A" HERETO**

INITIAL ORDER

THIS APPLICATION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Alan Saskin sworn May 13, 2016 and the Exhibits thereto (the "Saskin Affidavit"), the First Report of KSV Kofman Inc. in its capacity as Proposal Trustee and as proposed monitor dated May 13, 2016 (the "First Report") and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Urbancorp CCAA Entities, counsel for the proposed Monitor, counsel for the Foreign Representative of Urbancorp

Inc., counsel for Mattamy (Downsview) Limited, counsel for King Liberty North Corporation, counsel for the syndicate of lenders represented by the Bank of Nova Scotia as administrative agent, and those other parties listed on the counsel slip, no one appearing for any other person although duly served as appears from the Affidavit of Service of Kyle B. Plunkett sworn May 13, 2016, filed, on reading the consent of KSV Kofman Inc. to act as the Monitor (in such capacity, the “**Monitor**”);

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies, save and except Urbancorp New Kings Inc. (“**UNKI**”) which shall not be an Applicant hereunder, and shall be removed from the style of cause in these proceedings and such style of cause shall be hereafter amended to exclude UNKI.

3. **THIS COURT ORDERS AND DECLARES** that although not Applicants, the Urbancorp CCAA Entities’ affiliated Corporations and Limited Partnerships listed in **Schedule “A”** to this Order (the “**Non-Applicant UC Entities**”) are proper parties to these proceedings and shall enjoy the benefits of the protections and authorizations provided by this Order. (The Applicants together with the Non-Applicant UC Entities are hereinafter referred to as the “**Urbancorp CCAA Entities**”).

4. **THIS COURT ORDERS AND DECLARES** that the proposal proceedings of each of Urbancorp Toronto Management Inc. (Estate No. 31-2114055), Urbancorp Downsview Park Developments Inc. (Estate No. 31-2114054), Urbancorp (Patricia) Inc. (Estate No. 31-2114050), Urbancorp (Mallow) Inc. (Estate No. 31-2114049), Urbancorp (Lawrence) Inc. (Estate No. 31-2114048) and Urbancorp (St. Clair Village) Inc. (Estate No. 31-2114053) (collectively, the “**Urbancorp NOI Entities**”) commenced under Part III of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), be taken up and continued under the CCAA and that the provisions of Part III of the BIA shall have no further application to the Urbancorp NOI Entities.

PLAN OF ARRANGEMENT

5. **THIS COURT ORDERS** that subject to the provisions of this Order, the Applicants shall have the authority to file, and may, subject to further order of this Court, file with this Court a plan or plans of compromise or arrangement (hereinafter referred to as the “**Plan**” or “**Plans**”).

POSSESSION OF PROPERTY AND OPERATIONS

6. **THIS COURT ORDERS** that the Urbancorp CCAA Entities shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Urbancorp CCAA Entities shall continue to carry on business in a manner consistent with the preservation of their business (the “**Business**”) and Property. Subject to paragraph 29 hereof, the Urbancorp CCAA Entities are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

7. **THIS COURT ORDERS** that the Urbancorp CCAA Entities shall be entitled to continue to utilize the central cash management system currently in place as described in the Saskin Affidavit or replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Urbancorp CCAA Entities of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Urbancorp CCAA Entities, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

8. **THIS COURT ORDERS** that the Urbancorp CCAA Entities shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Urbancorp CCAA Entities in respect of these proceedings, at their standard rates and charges.

9. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Urbancorp CCAA Entities shall be entitled but not required to pay all reasonable expenses incurred by the Urbancorp CCAA Entities in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Urbancorp CCAA Entities following the date of this Order.

10. **THIS COURT ORDERS** that the Urbancorp CCAA Entities shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Urbancorp CCAA Entities in connection with the sale

of goods and services by the Urbancorp CCAA Entities, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Urbancorp CCAA Entities.

11. **THIS COURT ORDERS** that, except where any of the Urbancorp CCAA Entities are a landlord, until a real property lease is disclaimed in accordance with the CCAA, the Urbancorp CCAA Entities shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Urbancorp CCAA Entities and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

12. **THIS COURT ORDERS** that, except as specifically permitted herein or by further order of this Court, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by an Applicants to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

13. **THIS COURT ORDERS** that the Urbancorp CCAA Entities shall not, without further Order of this Court: (a) make any disbursement out of the ordinary course of its Business

exceeding in the aggregate \$100,000 in any calendar month; or (b) engage in any material activity or transaction not otherwise in the ordinary course of its Business.

RESTRUCTURING

14. **THIS COURT ORDERS** that subject to paragraph 29 herein, the Urbancorp CCAA Entities shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$250,000 in any one transaction or \$1,000,000 in the aggregate;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate;
- (c) pursue all avenues of refinancing (including Additional Interim Financing as hereinafter defined) of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing; and
- (d) pursue a sale or development of some or all of any Urbancorp CCAA Entity's Business and Property,

all of the foregoing to permit the Urbancorp CCAA Entities to proceed with an orderly restructuring of the Business (the "**Restructuring**").

15. **THIS COURT ORDERS** that the Urbancorp CCAA Entities shall provide each of the relevant landlords with notice of the Urbancorp CCAA Entities' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Urbancorp CCAA Entities' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Urbancorp CCAA Entities, or by further Order of this Court upon application by the Urbancorp CCAA Entities on at least two (2) days notice to such landlord and any such secured creditors. If an Applicant disclaims the lease governing such leased premises in

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accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Urbancorp CCAA Entities' claim to the fixtures in dispute.

16. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the relevant Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against that Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE URBANCORP CCAA ENTITIES OR THE PROPERTY

17. **THIS COURT ORDERS** that until and including June 17, 2016, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Urbancorp CCAA Entities or the Monitor, or affecting the Business or the Property, except with the written consent of the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Urbancorp CCAA Entities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

18. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Urbancorp CCAA Entities or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Urbancorp CCAA Entities to carry on

any business which the Urbancorp CCAA Entities are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

19. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Urbancorp CCAA Entities, except with the written consent of the Urbancorp CCAA Entities and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

20. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Urbancorp CCAA Entities or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Urbancorp CCAA Entities, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Urbancorp CCAA Entities, and that the Urbancorp CCAA Entities shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Urbancorp CCAA Entities in accordance with normal payment practices of the Urbancorp CCAA Entities or such other practices as may be agreed upon by the supplier or service provider and each of the Urbancorp CCAA Entities and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

21. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or

licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Urbancorp CCAA Entities. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

22. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Urbancorp CCAA Entities with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Urbancorp CCAA Entities whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Urbancorp CCAA Entities, if one is filed, is sanctioned by this Court or is refused by the creditors of the Urbancorp CCAA Entities or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

23. **THIS COURT ORDERS** that the Urbancorp CCAA Entities shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Urbancorp CCAA Entities after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

24. **THIS COURT ORDERS** that the directors and officers of the Urbancorp CCAA Entities shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$300,000, as security for the indemnity provided in paragraph 23 of this Order. The Directors' Charge shall have the priority set out in paragraphs 43 and 45 herein.

25. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Urbancorp CCAA Entities' directors and officers

shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 23 of this Order.

INTERIM FINANCING

26. **THIS COURT ORDERS** that the interim credit facility in the maximum amount of \$1,900,000 (the "**Interim Facility**") made available to the Urbancorp CCAA Entities by Urbancorp Partner (King South) Inc. (the "**Interim Lender**") pursuant to the terms of the term sheet dated as of May 13, 2016 (the "**Term Sheet**"), and attached as an Exhibit to the Saskin Affidavit, and the Term Sheet itself, be and are hereby approved, and the Urbancorp CCAA Entities are hereby authorized and empowered to execute and deliver such documents as are contemplated by the Term Sheet.

PROTOCOL FOR CO-OPERATION

27. **THIS COURT ORDERS AND DIRECTS** that the "Protocol For Cooperation Among Canadian Court Officer and Israeli Functionary", between KSV Kofman Inc. in its capacity as proposal trustee and as proposed Monitor and Guy Gissin, in his capacity as Functionary Officer appointed by the Israel District Court in Tel Aviv-Yafo in respect of Urbancorp Inc., attached as **Schedule "B"** to this Order (the "**Protocol**"), be and is hereby approved. In the event of a conflict between the terms of this Order and the Protocol, the terms of this Order shall prevail.

APPOINTMENT OF MONITOR

28. **THIS COURT ORDERS** that KSV Kofman Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Urbancorp CCAA Entities with the powers and obligations set out in the CCAA or set forth herein and that the Urbancorp CCAA Entities and their shareholders, officers, directors, and Assistants shall not take any steps with respect to the Urbancorp CCAA Entities, the Business or the Property, save and except under the direction of the Monitor, pursuant to paragraph 29 of this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

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29. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, and without altering in any way the powers, abilities, limitations and obligations of the Urbancorp CCAA Entities within, or as a result of these proceedings, be and is hereby authorized, directed and empowered to:

- (a) cause the Urbancorp CCAA Entities, or any one or more of them, to exercise rights under and observe its obligations under paragraphs 8, 9, 10, 11, 12 and 13 above;
- (b) conduct a process for the solicitation of proposals for additional interim financing of the Business to replace or augment the Interim Credit Facility (the “**Additional Interim Financing**”), which Additional Interim Financing shall be subject to the approval of the Court;
- (c) cause the Urbancorp CCAA Entities to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the Urbancorp CCAA Entities in dealing with the Property;
- (d) conduct, supervise and direct one or more Court-approved sales and investor solicitation processes (with prior Court approval if deemed appropriate by the Monitor) for portions of the Property or the Business, including the solicitation of development proposals, and any procedures regarding the allocation and/or distribution of proceeds of any transactions;
- (e) cause the Urbancorp CCAA Entities to administer the Property and operations of the Urbancorp CCAA Entities, including the control of receipts and disbursements, as the Monitor considers necessary or desirable for the purposes of completing any transaction, or for purposes of facilitating a Plan or Plans for some or all Applicants, or parts of the Business;
- (f) propose or cause the Applicants or any one or more of them to propose one or more Plans in respect of the Applicants or any one or more of them;
- (g) engage advisors or consultants or cause the Urbancorp CCAA Entities to engage advisors or consultants as the Monitor deems necessary or desirable to carry out the

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terms of this Order or any other Order made in these proceedings or for the purposes of the Plan and such persons shall be deemed to be “Assistants” under this Order;

- (h) apply to this Court for any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court including for advice and directions with respect to any matter;
- (i) meet and consult with the directors of the Urbancorp CCAA Entities as the Monitor deems necessary or appropriate;
- (j) meet with and direct management of the Urbancorp CCAA Entities with respect to any of the foregoing including, without limitation, operational and restructuring matters;
- (k) monitor the Urbancorp CCAA Entities’ receipts and disbursements;
- (l) approve Drawdown Requests under the Interim Credit Facility and any Additional Interim Facility;
- (m) cause any Urbancorp CCAA Entity with available cash (an “**Intercompany Lender**”) to loan some or all of that cash to another Urbancorp CCAA Entity (an “**Intercompany Borrower**”) on an interest free inter-company basis (an “**Approved Intercompany Advance**”) up to an aggregate of \$1 million, which Approved Intercompany Advances shall be secured by the Intercompany Lender’s Charge against the Property of the Intercompany Borrower, where in the Monitor’s view the Approved Intercompany Advance secured by the Intercompany Lender’s Charge does not prejudice the interest of the creditors of the Intercompany Lender and does not violate any agreement to which a Non-Applicant UC Entity is a party.
- (n) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (o) assist the Urbancorp CCAA Entities in its preparation of the Urbancorp CCAA Entities’ cash flow statements and reporting required by the Term Sheet or the Court;

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- (p) hold and administer creditors' or shareholders' meetings for voting on the Plan or Plans;
- (q) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Urbancorp CCAA Entities, to the extent that is necessary to adequately assess the Urbancorp CCAA Entities business and financial affairs or to perform its duties arising under this Order;
- (r) be at liberty to engage legal counsel, real estate experts, or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (s) perform such other duties as are required by this Order or by this Court from time to time; and
- (t) to comply with the Protocol,

provided, however, that the Monitor shall comply with all applicable law and shall not have any authority or power to elect or to cause the election or removal of directors of any of the Urbancorp CCAA Entities or any of their subsidiaries.

30. **THIS COURT ORDERS** that, until further order of this court, Robert Kofman, or such representative of KSV Kofman Inc. as he may designate in writing from time to time, is authorized, directed and empowered to act as, and is hereby appointed as, the representative of UNKI on the Management Committee of the Kings Club Development Inc. project (the "**Management Committee Member**"). For purposes of this Order, in carrying out its duties as Management Committee Member pursuant to this Order, the Management Committee Member shall have the same protections afforded to the Monitor pursuant to paragraph 35 of this Order. Subject to further order of this Court, on notice to The Bank of Nova Scotia and King Liberty North Corporation, UNKI otherwise remains unaffected by this Order and the CCAA proceedings.

31. **THIS COURT ORDERS** that the Urbancorp CCAA Entities and their advisors shall cooperate fully with the Monitor and any directions it may provide pursuant to this Order and

shall provide the Monitor with such assistance as the Monitor may request from time to time to enable the Monitor to carry out its duties and powers as set out in this Order or any other Order of this Court under the CCAA or applicable law generally.

32. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or the Property, or any part thereof and that nothing in this Order, or anything done in pursuance of the Monitor's duties and powers under this Order, shall deem the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation.

33. **THIS COURT ORDERS** that, without limiting the provisions herein, all employees of the Urbancorp CCAA Entities shall remain employees of the Urbancorp CCAA Entities until such time as the Urbancorp CCAA Entities may terminate the employment of such employees. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities or duties, including, without limitation, wages, severance pay, termination pay, vacation pay and pension or benefit amounts, as applicable.

34. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Urbancorp CCAA Entities with information provided by the Urbancorp CCAA Entities in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Urbancorp CCAA Entities is confidential, the Monitor shall not

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provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Urbancorp CCAA Entities may agree.

35. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

36. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Urbancorp CCAA Entities shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Urbancorp CCAA Entities as part of the costs of these proceedings, ^{subject to being assessed by the Court.} The Urbancorp CCAA Entities are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Urbancorp CCAA Entities and any Assistants retained by the Monitor on a weekly basis and, in addition, the Urbancorp CCAA Entities are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Urbancorp CCAA Entities and any Assistants retained by the Monitor, such reasonable retainers as may be requested to be held by them as security for payment of their respective fees and disbursements outstanding from time to time. The Urbancorp CCAA Entities are also authorized and directed to pay the fees and disbursements of KSV as Proposal Trustee, the fees and disbursements of the Proposal Trustee's counsel and the fees and disbursements of counsel to Urbancorp NOI Entities up to the date of this Order in respect of the proposal proceedings of the Urbancorp NOI Entities. 205.

37. **THIS COURT ORDERS** that KSV in its capacity as Monitor, and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

38. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and the Urbancorp CCAA Entities' counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property of the Applicants, which charge shall not exceed an aggregate amount of \$750,000, as security for their professional fees and disbursements incurred

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at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 43 and 45 hereof.

INTERCOMPANY LENDER'S CHARGE

39. **THIS COURT ORDERS** that an Intercompany Lender shall be entitled to the benefit of and is hereby granted a charge (the "**Intercompany Lender's Charge**") on the Property of the Intercompany Borrower as security for all Approved Intercompany Advances advanced to the Intercompany Borrower. The Intercompany Lender's Charge shall have the priority set out in paragraphs 43 and 45 hereof.

INTERIM FINANCING

40. **THIS COURT ORDERS** that the Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the "**Interim Lender's Charge**") on the Property of the Applicants as security for all amounts advanced to any Applicant under the Interim Credit Facility and as security for all liabilities and obligations of the Applicant as guarantors pursuant to the Term Sheet. The Interim Lender's Charge shall have the priority set out in paragraphs 43 and 45 hereof.

41. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge;
- (b) upon the occurrence of an Event of Default under the Interim Facility Term Sheet, the Interim Lender may terminate the Interim Credit Facility and cease making advances to the Applicants, and, upon five (5) days' notice to the Monitor and the parties on the Service List, may bring a motion for leave to exercise any and all of its rights and remedies against the Applicants or their Property under or pursuant to the Interim Term Sheet, and the Interim Lender's Charge, including without limitation, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a

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bankruptcy order against an Applicant and for the appointment of a trustee in bankruptcy of one or more Applicants; and

- (c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or their Property.

42. **THIS COURT ORDERS AND DECLARES** that the Interim Lender shall be treated as unaffected in any plan of arrangement or compromise filed by any Applicant under the CCAA, with respect to any advances made under the Interim Credit Facility.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

43. **THIS COURT ORDERS** that the priorities of the Directors' Charge, the Administration Charge and the DIP Lender's Charge, as among them, shall be as follows:

First – Administration Charge to the maximum amount of \$750,000;

Second – Interim Lender's Charge to the maximum amount of \$1,900,000 plus accrued interest under the Term Sheet (as against the Property of the Applicants only), and the Intercompany Lender's Charge (as against the Property of the relevant Intercompany Borrower only) on a *pari passu* basis; and

Third – Directors' Charge to the maximum amount of \$300,000.

44. **THIS COURT ORDERS** that the filing, registration or perfection of the Directors' Charge, the Administration Charge, the Interim Lender's Charge or the Intercompany Lender's Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

45. **THIS COURT ORDERS** that each of the Charges shall rank as against the applicable Property subordinate to all valid perfected security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise granted by each respective

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Urbancorp CCAA Entity or to which each respective Urbancorp CCAA Entity is subject (collectively, “**Encumbrances**”) as of the date of this Order (collectively, “**Pre-Filing Security Interests**”), save and except the security interests, if any, in favour of Reznik Paz Nevo Trusts Ltd. in its capacity as trustee (the “**Israeli Trustee**”) under a certain Deed of Trust dated December 7, 2015 between Urbancorp Inc. and the Israeli Trustee, which shall rank subordinate to the Charges.

46. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by further order of this Court, the Urbancorp CCAA Entities shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges.

47. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; (e) the pendency of the Israeli Court Proceedings; or (f) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Urbancorp CCAA Entities, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, or performance of the Interim Facility Term Sheet shall create or be deemed to constitute a breach by the Urbancorp CCAA Entities of any Agreement to which it is a party;
 - (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Urbancorp CCAA Entities entering into the Interim Facility Term Sheet or the creation of the Charges;
- and

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- (c) the payments made by the Urbancorp CCAA Entities pursuant to this Order, the Interim Facility Term Sheet, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

48. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Urbancorp CCAA Entity's interest in such real property leases.

SERVICE AND NOTICE

49. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in the Globe & Mail – Toronto Edition, a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Urbancorp CCAA Entities of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

50. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <http://www.ksvadvisory.com/insolvency-cases-2/urbancorp/>.

51. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Urbancorp CCAA Entities and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices

or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Urbancorp CCAA Entities' creditors or other interested parties at their respective addresses as last shown on the records of the Urbancorp CCAA Entities and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

52. **THIS COURT ORDERS** that the Urbancorp CCAA Entities or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

53. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Urbancorp CCAA Entities, the Business or the Property.

54. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in Israel or elsewhere, to give effect to this Order and to assist the Urbancorp CCAA Entities, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Urbancorp CCAA Entities and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Urbancorp CCAA Entities and the Monitor and their respective agents in carrying out the terms of this Order.

55. **THIS COURT ORDERS** that each of the Urbancorp CCAA Entities and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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56. **THIS COURT ORDERS** that any interested party (including the Urbancorp CCAA Entities and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

57. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

MAY 18 2016

PER / PAR: RW

SCHEDULE "A"**List of Non Applicant Affiliates**

- Urbancorp Power Holdings Inc.
- Vestaco Homes Inc.
- Vestaco Investments Inc.
- 228 Queen's Quay West Limited
- Urbancorp Cumberland 1 LP
- Urbancorp Cumberland 1 GP Inc.
- Urbancorp Partner (King South) Inc.
- Urbancorp (North Side) Inc.
- Urbancorp Residential Inc.
- Urbancorp Realtyco Inc.

Tab 3

Court File No.: CV-16-11389-00CL

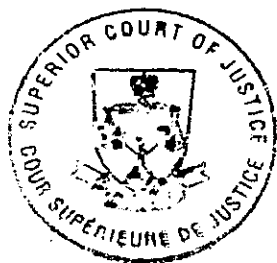
**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE REGIONAL)

WEDNESDAY, THE 30TH

SENIOR JUSTICE MORAWETZ)

DAY OF JANUARY, 2019



IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF URBANCORP TORONTO
MANAGEMENT INC., URBANCORP (ST. CLAIR
VILLAGE) INC., URBANCORP (PATRICIA) INC.,
URBANCORP (MALLOW) INC., URBANCORP
(LAWRENCE) INC., URBANCORP DOWNSVIEW PARK
DEVELOPMENT INC., URBANCORP (952 QUEEN WEST)
INC., KING RESIDENTIAL INC., URBANCORP 60 ST.
CLAIR INC., HIGH RES. INC., BRIDGE ON KING INC.
(Collectively the "Applicants") AND THE AFFILIATED
ENTITIES LISTED IN SCHEDULE "A" HERETO

**ORDER
(Stay Extension)**

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), for an order, *inter alia*, extending the Stay Period (as defined in paragraph 17 of the Initial Order of the Honourable Justice Newbould dated May 18, 2016 (the "**Initial Order**")) until and including April 30, 2019, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Applicants, the thirty-first report of KSV Kofman Inc., in its capacity as Monitor (the "**Monitor**") dated January 24, 2019 (the "**Thirty-First Report**") and the appendices thereto, and on hearing the submissions of counsel for the

Urbancorp CCAA Entities (as defined in the Initial Order), the Monitor, counsel for the Monitor, and those other parties listed on the counsel slip, no one else appearing for any other person although duly served as appears from the Affidavit of Service of Danny M. Nunes sworn January 28, 2019, filed.

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

EXTENSION OF STAY PERIOD

2. **THIS COURT ORDERS** that the Stay Period (as defined in paragraph 17 of the Initial Order) is hereby extended until and including April 30, 2019.

APPROVAL OF ACTIVITIES AND FEES

3. **THIS COURT ORDERS** that the Thirty-First Report and the activities of the Monitor set out therein are hereby approved provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.


4. **THIS COURT ORDERS** that the fees and disbursements of the Monitor, the Monitor's counsel and the Applicants' counsel, as set out in the Thirty-First Report, are hereby approved.

DISTRIBUTION TO UCI

5. **THIS COURT ORDERS** that the Monitor be and is hereby authorized to distribute any surplus funds from the Cumberland Entities to UCI (as such terms are defined in the Thirty-First Report), subject to the maintenance of appropriate holdbacks and reserves as determined by the Monitor.

6. **THIS COURT ORDERS AND DECLARES** that nothing in this Order shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, administrator, receiver-

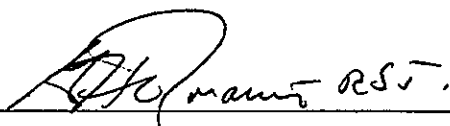
- 3 -

manager, agent of any creditor or legal representative of the Cumberland Entities within the meaning of any relevant legislation and that any distribution ultimately made to UCI by the Monitor will be deemed to have been made by the Cumberland Entities themselves, and the Monitor shall incur no liability or obligation as a result of the carrying ~~out~~ of the provisions of this Order, other than in respect of its gross negligence or wilful misconduct, *subject to the right of CRA to move to vary or set aside this relief within 10 days of today* 

GENERAL

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or Israel to give effect to this Order and to assist the Urbancorp CCAA Entities, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Urbancorp CCAA Entities and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Urbancorp CCAA Entities and the Monitor and their respective agents in carrying out the terms of this Order.

8. **THIS COURT ORDERS** that each of the Urbancorp CCAA Entities and the Monitor shall be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.



ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JAN 30 2019

PER/PAR: RW

- 4 -

SCHEDULE "A"**List of Non Applicant Affiliates**

- Urbancorp Power Holdings Inc.
- Vestaco Homes Inc.
- Vestaco Investments Inc.
- 228 Queen's Quay West Limited
- Urbancorp Cumberland 1 LP
- Urbancorp Cumberland 1 GP Inc.
- Urbancorp Partner (King South) Inc.
- Urbancorp (North Side) Inc.
- Urbancorp Residential Inc.
- Urbancorp Realtyco Inc.

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF URBANCORP TORONTO MANAGEMENT INC.,
URBANCORP (ST. CLAIR VILLAGE) INC., URBANCORP (PATRICIA) INC., URBANCORP (MALLOW) INC., URBANCORP
(LAWRENCE) INC., URBANCORP DOWNSVIEW PARK DEVELOPMENT INC., URBANCORP (952 QUEEN WEST) INC., KING
RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC., HIGH RES. INC., BRIDGE ON KING INC. (THE "APPLICANTS") AND
THE AFFILIATED ENTITIES LISTED IN SCHEDULE "A" HERETO**

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDINGS COMMENCED AT TORONTO

**ORDER
(STAY EXTENSION)**

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Lawyers for the Urbancorp CCAA Entities

Tab 4



**Thirty-Fifth Report to Court of
KSV Kofman Inc. as CCAA Monitor of
Urbancorp Toronto Management Inc.,
Urbancorp (St. Clair Village) Inc., Urbancorp
(Patricia) Inc., Urbancorp (Mallow) Inc.,
Urbancorp (Lawrence) Inc., Urbancorp
Downsview Park Development Inc., Urbancorp
(952 Queen West) Inc., King Residential Inc.,
Urbancorp 60 St. Clair Inc., High Res. Inc.,
Bridge On King Inc. and the Affiliated Entities
Listed in Schedule "A" Hereto**

July 15, 2019

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COURT FILE NO.: CV-16-11389-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
URBANCORP TORONTO MANAGEMENT INC., URBANCORP (ST. CLAIR
VILLAGE) INC., URBANCORP (PATRICIA) INC., URBANCORP (MALLOW) INC.,
URBANCORP (LAWRENCE) INC., URBANCORP DOWNSVIEW PARK
DEVELOPMENT INC., URBANCORP (952 QUEEN WEST) INC., KING
RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC., HIGH RES. INC., BRIDGE
ON KING INC. (COLLECTIVELY, THE "APPLICANTS") AND THE AFFILIATED
ENTITIES LISTED IN SCHEDULE "A" HERETO

THIRTY-FIFTH REPORT OF KSV KOFMAN INC.

JULY 15, 2019

1.0 Introduction

1.1 Cumberland CCAA Entities

1. On April 21, 2016, Urbancorp (St. Clair Village) Inc. ("St. Clair"), Urbancorp (Patricia) Inc. ("Patricia"), Urbancorp (Mallow) Inc. ("Mallow"), Urbancorp Downsview Park Development Inc. ("Downsview"), Urbancorp (Lawrence) Inc. ("Lawrence") and Urbancorp Toronto Management Inc. ("UTMI") each filed a Notice of Intention to Make a Proposal ("NOI") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (collectively, St. Clair, Patricia, Mallow, Downsview, Lawrence and UTMI are referred to as the "NOI Entities"). KSV Kofman Inc. ("KSV") was appointed as the Proposal Trustee of each of the NOI Entities.
2. Pursuant to an Order made by the Ontario Superior Court of Justice (Commercial List) (the "Court") dated May 18, 2016 (the "Initial Order"), the NOI Entities, together with the entities listed on Schedule "A" attached (collectively, the "Cumberland CCAA Entities" and each a "Cumberland CCAA Entity") were granted protection under the *Companies' Creditors Arrangement Act* (the "CCAA") and KSV was appointed monitor (the "Monitor") of the Cumberland CCAA Entities (the "Cumberland CCAA Proceedings").

3. Certain Cumberland CCAA Entities¹ are known direct or indirect wholly-owned subsidiaries of Urbancorp Cumberland 1 LP ("Cumberland"). Collectively, Cumberland and its direct and indirect subsidiaries are the "Cumberland Entities" and each individually is a "Cumberland Entity". Each Cumberland Entity is a nominee for Cumberland and, as such, the assets and liabilities of the Cumberland Entities are assets and liabilities of Cumberland. The remaining Cumberland CCAA Entities², other than UTMI, are directly or indirectly wholly owned by Urbancorp Inc. ("UCI") (collectively, the "Non-Cumberland Entities" and each a "Non-Cumberland Entity"). The corporate chart for the Cumberland CCAA Entities and the Non-Cumberland Entities is provided in Appendix "A".
4. The stay of proceedings for the Cumberland CCAA Entities expires on July 31, 2019.

1.2 Urbancorp Renewable Power Inc.

1. Certain of the Non-Cumberland Entities have an interest in geothermal assets (the "Geothermal Assets") located at four condominiums developed by entities in the Urbancorp Group of Companies (the "Urbancorp Group"). The Geothermal Assets provide heating and air conditioning to these condominiums. Urbancorp Renewable Power Inc. ("URPI") was incorporated to manage the Geothermal Assets. Pursuant to a Court order made on June 28, 2018, KSV was appointed as the receiver (the "Receiver") of URPI.

1.3 Urbancorp Inc., Recognition of Foreign Proceedings

1. On April 25, 2016, the District Court in Tel Aviv-Yafo, Israel issued a decision appointing Guy Gissin as the functionary officer and foreign representative (the "Foreign Representative") of UCI and granting him certain powers, authorities and responsibilities over UCI (the "Israeli Proceedings").
2. Prior to the commencement of the Cumberland CCAA Proceedings, the Foreign Representative and KSV, in its then capacity as Proposal Trustee, negotiated a protocol that addressed, *inter alia*, the sharing of information in respect of the Cumberland CCAA Proceedings between the Foreign Representative and KSV (the "Protocol").
3. On May 18, 2016, the Court issued two orders under Part IV of the CCAA which:
 - a) recognized the Israeli Proceedings as a "foreign main proceeding";
 - b) recognized Mr. Gissin as Foreign Representative of UCI; and
 - c) appointed KSV as the Information Officer.

¹ Being St. Clair, Patricia, Mallow, Lawrence, Urbancorp (952 Queen West) Inc., King Residential Inc., Urbancorp 60 St. Clair Inc., High Res. Inc., Urbancorp Partner (King South) Inc., Urbancorp (North Side) Inc. and Bridge on King Inc.

² Being Vestaco Homes Inc., Vestaco Investments Inc., Urbancorp Power Holdings Inc., UTMI, Downsview, 228 Queens Quay West Limited, Urbancorp Residential Inc., Urbancorp Realtyco Inc., Urbancorp Cumberland 1 GP Inc.

1.4 Purposes of this Report

1. The purposes of this report (the "Report") are to:
 - a) provide an update on the Cumberland CCAA Proceedings;
 - b) report on the consolidated cash flow projection of the Cumberland CCAA Entities for the period August 1, 2019 to October 31, 2019 (the "Cash-Flow Statement");
 - c) summarize and seek approval of the fees and expenses of KSV, as Monitor of the Cumberland CCAA Entities, the Monitor's counsel, Davies Ward Phillips & Vineberg LLP ("Davies") and the Cumberland CCAA Entities' counsel, DLA Piper (Canada) LLP ("DLA"), for the period April 1, 2019 to June 30, 2019; and
 - d) recommend that the Court issue orders:
 - i. granting an extension of the stay of proceedings for the Cumberland CCAA Entities to October 31, 2019;
 - ii. issuing an Amended and Restated Approval and Vesting Order in connection with the Kingsclub Transaction (as defined below);
 - iii. approving this Report and the activities of the Monitor, as set out in this Report; and
 - iv. approving the fees and disbursements of the Monitor, Davies and DLA, as detailed in this Report.

1.5 Currency

1. Unless otherwise stated, all currency references in this Report are to Canadian dollars.

1.6 Restrictions

1. In preparing this Report, the Monitor has relied upon unaudited financial information of the Cumberland CCAA Entities, the books and records of the Cumberland CCAA Entities and discussions with representatives of the Cumberland CCAA Entities. The Monitor has not performed an audit or other verification of such information.
2. The Monitor has not audited, reviewed or otherwise verified the accuracy or completeness of the information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

3. An examination of the Cash Flow Statements as outlined in the Chartered Professional Accountant Canada Handbook has not been performed. Future oriented financial information relied upon in this Report is based upon the Cumberland CCAA Entities' assumptions regarding future events; actual results achieved may vary from this information and these variations may be material.
4. The Monitor expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by the Monitor in preparing this Report. Any party wishing to place reliance on the Cumberland CCAA Entities' financial information should perform its own diligence and any reliance placed by any party on the information presented herein shall not be considered sufficient for any purpose whatsoever.

2.0 Background

1. The Urbancorp Group primarily engaged in the development, construction and sale of residential properties in the Greater Toronto Area. Entities in the Urbancorp Group also own the Geothermal Assets.

2.1 Urbancorp Inc.

1. UCI was incorporated on June 19, 2015 to raise debt in the public markets in Israel. Pursuant to a Deed of Trust dated December 7, 2015, UCI made a public offering of debentures (the "IPO") in Israel of NIS180,583,000 (approximately \$64 million based on the exchange rate at the time of the IPO) (the "Debentures").
2. From the monies raised under the IPO, UCI made unsecured loans (the "Shareholder Loans") totalling approximately \$46 million to the NOI Entities (other than UTMI) so that these entities could repay loan obligations owing at the time. The loan agreements in respect of the Shareholder Loans set out that repayment of the Shareholder Loans is subordinate to certain other obligations of each of the NOI Entities.

3.0 Update on CCAA Proceedings

3.1 Cumberland Entities – Distributions and Disputed Claims

1. The Monitor carried out a Court-approved claims process in the Cumberland CCAA Proceedings (the "Claims Process").
2. On June 27, 2017, the Court made an order authorizing and directing the Monitor to pay in full the amounts owing to creditors with admitted claims against the Cumberland Entities, other than UCI, which received a partial distribution.

3. Since that time, the Court has made several orders authorizing distributions to UCI. On February 26, 2018, the Court made an order authorizing the Monitor to make additional distributions to repay UCI's claim without further order of the Court, subject to the Monitor maintaining appropriate reserves and holdbacks. On January 2, 2019, the Monitor repaid UCI's debt claim against the Cumberland Entities. Despite repaying UCI's debt claim in full, UCI continues to have significant obligations owing to it under the Debentures as a result of, *inter alia*, advances made to other entities in the Urbancorp Group. On January 30, 2019, the Court made an order authorizing the Monitor to distribute any surplus funds from the Cumberland Entities to UCI.
4. The Monitor issued disallowance notices to several claimants of the Cumberland Entities. All disallowed claims have been resolved, except for those listed in the table below and the claims discussed in section 3.2 below. The Monitor is holding reserves equivalent to each of the claims in the table below.

(\$000s; unaudited)	
Claimant	Amount
Travelers Insurance Company of Canada ("Travelers")	435
Speedy Electrical Contractors Ltd. ("Speedy")	1,039
Other	23
	1,497

5. The following is an update on these claims:
 - a) Travelers - Travelers' claim of \$435,000 relates to a \$1 million bond (the "Bridge Bond") provided by Travelers to Tarion Warranty Corporation on a condominium project constructed by Bridge on King Inc. ("Bridge"), a Cumberland Entity. On July 16, 2018, Travelers reduced the value of the Bridge Bond to \$550,000. Travelers holds cash collateral of approximately \$115,000 in respect of the Bridge Bond, such that the Monitor only needs to maintain a cash reserve of \$435,000 to satisfy any potential exposure under the bond. The only remaining exposure under the Bridge Bond is for major structural defects on the Bridge project. On June 30, 2020, the exposure for Travelers is expected to be eliminated and the cash reserves will be available to be released to the Cumberland Entities, assuming no claims are made prior to that time.
 - b) Speedy - Speedy filed a secured claim in the amount of \$2,323,638 (plus interest, fees and costs which continue to accrue) against King Residential Inc. ("KRI"), a Cumberland CCAA Entity. The Speedy claim is based on a guarantee (the "Guarantee") provided by KRI for liabilities owing by Alan Saskin in the amount of \$1,284,727 (the "Saskin Debt") and for services Speedy provided to Edge on Triangle Park Inc., an affiliated entity, in the amount of \$1,038,911 (the "Edge Debt"). The Monitor takes the position that no consideration was provided to KRI in connection with the Guarantee.³ The Monitor disallowed Speedy's claim on the basis that the transaction could be voidable as a transfer at undervalue, and, in addition, voidable as a fraudulent conveyance or preference.

³ The consideration paid was \$2.

A motion was heard on May 1, 2018 to determine the claim. On May 11, 2018, Mr. Justice Myers issued a decision admitting Speedy's claim. On June 1, 2018, the Monitor filed a motion seeking leave to appeal the decision. On September 10, 2018; the Court of Appeal for Ontario granted the Monitor's motion for leave.

In January 2019, the Monitor obtained a copy of a waiver signed by Speedy acknowledging that the Guarantee does not secure the Saskin Debt. The waiver had not been previously disclosed to the Monitor by Speedy or by representatives of the Urbancorp Group but was obtained by the Foreign Representative in the course of its litigation concerning the issuance of the Debentures. Based on the foregoing, Speedy's counsel agreed to reduce the value of Speedy's claim for the portion related to the Saskin Debt (\$1,284,727). On February 25, 2019, the Court made an order reducing the value of the Speedy claim. On March 28, 2019, the Ontario Court of Appeal heard the appeal related to the Edge Debt portion of the Speedy claim. As of the date of this Report, its decision had not been released.

3.2 Dolvin Mechanical Contractor Limited

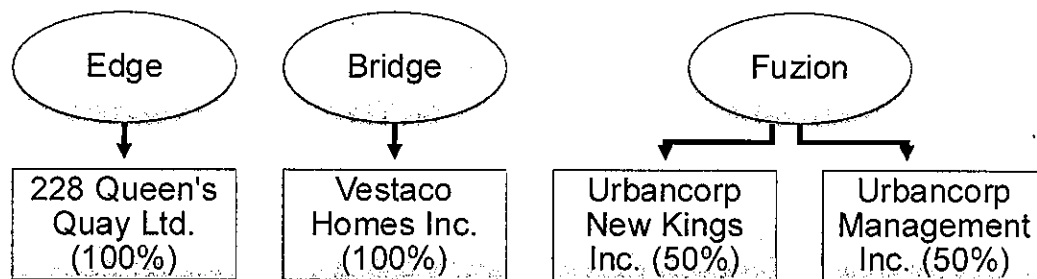
1. On April 1, 2019, approximately two and a half years after the Claims Bar Date in the Claims Process, legal counsel to Dolvin Mechanical Contractor Limited ("Dolvin") filed a late claim (the "Late Claim") in the amount of \$500,000 against Bridge, Cumberland and High Res Inc., each a Cumberland CCAA Entity. Dolvin characterized this claim as being "supplemental" to its original claim. The Late Claim is in respect of an equity investment Dolvin purportedly made in the Bridge condominium development. Dolvin advised the Monitor that the investment in the Bridge condominium was to be secured by a promissory note from Alan Saskin; however, Dolvin is unable to locate Mr. Saskin's promissory note and now appears to believe that it may never have been issued. Dolvin is therefore making a claim directly against Bridge. The Monitor is of the view that the Late Claim is without merit. The Monitor has previously made distributions to all creditors and has not reserved any funds for the Late Claim. The Monitor intends to bring a motion to disallow the Late Claim by the end of August 2019.
2. In accordance with the Claim Process, Dolvin filed a claim in the amount of \$917,421.78 against Urbancorp Residential Inc. ("URI"), a Non-Cumberland Entity. Dolvin alleges it provided services to Westside Gallery Lofts Inc. ("Westside"), an entity in the Urbancorp Group which developed condominium projects. Dolvin filed its claim against URI because it believed that Monitor's counsel had informed it that the Westside condominium projects were owned by URI and, therefore, that URI had been unjustly enriched by Dolvin's work for Westside. The Monitor disallowed this claim on the basis that it did not pertain to an obligation of URI. Dolvin disputed the disallowance on the basis that condominium units of the Westside condominium project had been transferred to URI and that URI had been unjustly enriched as a result. The Monitor is holding a reserve for the entire amount of this claim. A small number of the condominium units originally owned by Westside were transferred to URI prior to the commencement of the CCAA Proceedings. Dolvin recently filed an amended claim against URI claiming a Construction Act trust claim in connection with

the transfer of units from Westside to URI but for the full amount of the original claim (\$917,421.78). The Monitor is of the view that this trust claim is really a new claim being asserted by Dolvin well subsequent to the Claims Bar Date and is, therefore, also a late claim.

3. The Fuller Landau Group Inc. ("Fuller Landau") is the monitor of Westside. Fuller Landau has advised the Monitor that Dolvin has also filed a trust claim against Westside for \$917,421.78. The Monitor understands that Fuller Landau is reviewing the claim and that if Fuller Landau admits the claim, Dolvin will be repaid in full. Accordingly, the Monitor has not brought a motion to deal with this disputed claim yet as it did not want to incur unnecessary professional fees. The Monitor spoke with a representative of Fuller Landau on July 8, 2019 and understands that a decision will be made in the next few weeks regarding Dolvin's claim. If Dolvin's claim cannot be settled by Fuller Landau in short order, the Monitor intends to bring a motion to disallow the Dolvin claim (and amended claim) against URI at the same time it brings a motion to disallow the Late Claim.

3.3 Geothermal Assets

1. Several Cumberland CCAA Entities have an interest in the Geothermal Assets located at the Edge, Bridge and Fuzion condominiums developed by entities in the Urbancorp Group. The geothermal energy systems provide heating and air conditioning to the respective condominiums. The Geothermal Assets comprise both physical assets and supply agreements.
2. The registered owners of the physical assets comprising the geothermal energy systems are reflected in the diagram below (in the square boxes).



Both 228 Queen's Quay Ltd. ("228 Queen's Quay") and Vestaco Homes Inc. ("Vestaco Homes") are Cumberland CCAA Entities. Urbancorp New Kings Inc. ("UNKI") and Urbancorp Management Inc. ("UMI") are not Cumberland CCAA Entities; however, UNKI is a nominee company which is beneficially owned by Cumberland. The Monitor understands that UMI is owned by Alan Saskin or individuals or entities related to him.

The above illustration excludes the Curve geothermal system which was sold in October 2018 by the Monitor to the Curve condominium corporation pursuant to a transaction approved by this Court on October 22, 2018.

3. In 2015, the Urbancorp Group completed a corporate reorganization to facilitate the issuance of the Debentures (the "Reorganization"). As part of the Reorganization, Vestaco Homes and 228 Queen's Quay acquired the physical assets related to the Bridge and Edge Geothermal Assets; respectively. These transactions are summarized below.

Geothermal System	Acquirer	Vendor	Amount (\$) ⁴
Bridge	Vestaco Homes	Bridge on King Inc.	4,666,976
Edge	228 Queen's Quay	Bosvest Inc. ⁵	13,376,171

4. The vendors listed in the table above were the original registered owners of the relevant lands and the declarants for the respective condominium corporation. The above acquisitions were satisfied by setting up intercompany indebtedness owing from the acquirer to the vendor for the full amount of the purchase price.
5. The Fuzion geothermal physical assets were owned by FDDI as nominee for UNKI and King Liberty North Corporation ("KLNC" or the "Purchaser"), an affiliate of First Capital Realty Inc. FDDI is not an applicant in any CCAA proceeding. Pursuant to a Purchase and Sale Agreement that pre-dates the Cumberland CCAA Proceedings, KLNC sold its 50% interest to UMI and authorized FDDI to transfer title to the remaining 50% interest to UNKI. The consideration paid by UMI for its 50% interest was \$2,350,000, consisting of \$350,000 of cash and a vendor-take-back mortgage of \$2 million which is secured by the Fuzion geothermal system and related assets.
6. Fuller Landau, in its capacity as monitor of Edge Residential Inc., Edge on Triangle Park Inc., Bosvest Inc. and Westside (collectively, the "Edge Companies"), has advised the Monitor that the Edge Companies may have an interest in the Edge geothermal system and the proceeds from the Curve geothermal system.

3.4 URPI

1. URPI was incorporated to manage the geothermal energy systems. Pursuant to energy supply agreements, each condominium corporation is required to pay URPI for the supply of heating and cooling services (the "Supply Agreements"). Pursuant to management agreements, URPI is required to pay the revenue it receives from the condominium corporations (i.e. one of Bridge, Edge, or Fuzion (the "Condo Corporations")) to the Urbancorp entity that owns the geothermal energy system, net of a management fee of between 3% and 5% payable to URPI (with such amount set out in the relevant management agreement) and other costs (such as repairs and maintenance costs).

⁴ The amounts listed are as reflected in the books and records of Urbancorp. The amount paid with respect to the transfer of the relevant geothermal condominium units, as reflected in the search on title, is \$50,000 for each transaction.

⁵ The registered owner was Edge on Triangle Park Inc., which is a nominee of Bosvest.

2. URPI's sole source of revenue is the fees generated pursuant to the Supply Agreements. Notwithstanding that the Condo Corporations continue to be provided heating and cooling, the Condo Corporations have failed to make payments to URPI since the Spring of 2016.⁶ A summary of the amounts owing to URPI by the Condo Corporations as at April 30, 2019 is provided in the table below⁷. Fine & Deo LLP ("Fine & Deo"), counsel to the Condo Corporations, has advised the Monitor that it is holding these amounts in a trust account, as summarized below.

(unaudited)	Amount (\$000)
Bridge	2,141
Edge	2,393
Fuzion	953
Total	<u>5,487</u>

3. Prior to its receivership proceedings, URPI required funding for maintenance and potential repairs of the geothermal systems and for legal costs in respect of the geothermal litigation (described below). As URPI has not been receiving collections from the Condo Corporations, Cumberland agreed to lend URPI up to \$500,000. On November 22, 2017, the Court approved the loan facility (the "URPI Loan").
4. After the making of the URPI Loan, it appeared that the professional fees and maintenance costs related to the Geothermal Assets would exceed the amount of the URPI Loan and, accordingly, the Monitor brought an application in June 2018 to have a receiver appointed over URPI's property, assets and undertaking. Pursuant to a Court order made on June 28, 2018, KSV was appointed Receiver of URPI.

3.5 Bridge, Fuzion and Edge Condo Corporations

1. Prior to the receivership proceedings, URPI commenced litigation against the Condo Corporations for, *inter alia*, failure to pay the amounts owed under the Supply Agreements.
2. The Condo Corporations filed cross claims alleging, *inter alia*, that certain of the Geothermal Assets require repairs, there was insufficient disclosure to the Condo Corporations regarding the pricing of geothermal energy and that the Condo Corporations are paying more for heating and cooling than they would by using traditional energy sources.
3. KSV, as Receiver, has met several times with representatives of each of the Condo Corporations and Fine & Deo to see if the disputes could be resolved. In recent months, the Receiver has made considerable progress to resolve the disputes. While the Receiver is optimistic that the settlement negotiations will be successfully concluded, there is a risk that they may fail, in which case the litigation would continue. The Receiver is hopeful that it will bring a motion by the end of August 2019 to approve settlement agreements with the Condo Corporations.

⁶ On August 30, 2016, the Edge Condo Corporation made a \$260,000 payment to URPI.

⁷ This is the most recent period for which reporting was provided by Fine & Deo.

3.6 Urbancorp New Kings Inc.

1. Cumberland is the shareholder of UNKI. UNKI owns an interest (the "UNKI Interest") in a development located at 1100 King Street West, Toronto (the "Kingsclub Development"). UNKI is a nominee for Cumberland. UNKI is not subject to the CCAA proceedings.
2. The Kingsclub Development is a joint venture with King Liberty North Corporation, which is an affiliate of First Capital Realty Inc. The project is located in Liberty Village in Toronto, which is presently under construction and, when completed, is to consist of retail space, residential space and parking. The project is scheduled to be completed in 2019. The project has incurred multiple delays and is over-budget.
3. The residential component of the Kingsclub Development was originally owned by UNKI (50%) and the Purchaser (50%).⁸ On July 28, 2015, the Purchaser and UNKI entered into an agreement (the "CAPREIT Agreement") to sell one-third of the residential component of the project to CAPREIT Limited Partnership ("CAPREIT"), such that the Purchaser, UNKI and CAPREIT will each have a one-third interest in that portion of the development upon closing.
4. Pursuant to the Initial Order, Robert Kofman, the President of KSV and the person with oversight of these proceedings on behalf of the Monitor, or such representative of KSV as Mr. Kofman may designate in writing from time to time, was appointed to the management committee of the Kingsclub Development.
5. On June 25, 2019, the Court issued an order (the "Approval and Vesting Order") approving a transaction whereby the Purchaser will acquire the UNKI Interest (the "Kingsclub Transaction") for a cash payment of \$2.15 million, plus an amount for assumed liabilities. The outside date to close the Kingsclub Transaction is August 1, 2019, but as noted below, has been changed to August 2, 2019.
6. The Monitor cannot distribute the proceeds from the Kingsclub Transaction to UCI without KLNC's consent or until it repays the KLNC Loan, which is a joint and several obligation of UNKI. The Monitor is working with KLNC to attempt to facilitate an interim distribution. Discussions are ongoing.

3.7 Amended and Restated Vesting Order

1. On April 25, 2017, a conditional consent of the Committee of Adjustment (the "Consent") was obtained to permit the severance of the residential component of the development from the retail component of the development. This was required because CAPREIT is only acquiring an interest in the residential component of the project and is not acquiring any interest in the retail component of the project. Following satisfaction of the conditions set out in the Consent, a transfer of legal title to the residential component from Kingsclub Development Inc., as transferor, to Kings Club Residences Inc., as transferee, was registered on April 2, 2019 as Instrument No. AT5106662. This was a nominee to nominee transfer registered to implement the severance and to put into place separate nominee title holders for the retail and residential components of the project. The transfer also included a number of cross-

⁸ Kings Club Development Inc., a nominee entity, is the registered owner of the Kingsclub Development on behalf of its beneficial owners, UNKI (50%) and KLNC (50%).

easements (for such matters as ingress, egress, access and other shared facilities and services) in order to ensure that the different components work together when under separate legal ownership.

2. Such a transfer requires the Land Titles Office (the "LTO") to separate the component properties into separate parcel identification numbers (PINs) (commonly referred to as "splitting the PINS") thereby creating separate legal descriptions for each of the severed parcels of land. The LTO can take up to several months to determine and effect such "PIN splits" and it is impossible to know in advance when this will be done and exactly what the new legal description and PINs will be.
3. In this case, the LTO implemented the "PIN splits" on June 18, 2019 which was seven days before the issuance of the vesting order. If the LTO had not completed its changes prior to the closing of the transaction, then the original vesting order would have been sufficient. Accordingly, although the actual lands in question have not changed, the legal description is now split between seven separate parcel registers, with seven separate parcel identification numbers (rather than the original two), and is now held by two separate nominees/bare trustees for the owners (rather than the original single nominee/bare trustee). Furthermore, a number of new easements have been added to the updated legal description as a result of this change.
4. Given the foregoing, in order to be able to register the vesting order on title to effect the conveyance contemplated in the Asset Purchase Agreement, the legal description and related schedules to the existing vesting order must now be revised to match the current legal description as modified by the LTO.
5. The Sale Agreement (as defined in the Approval and Vesting Order) in respect of the Kingsclub Transaction also requires corresponding amendments. Accordingly, an Amended and Restated Sale Agreement will also be entered into but had not been finalized at the time this Report was ready to be served. The Receiver will have a copy of the Amended and Restated Sale Agreement available for the Court if it requests a copy.
6. Other amendments to the Sale Agreement include the following:
 - a) changing the closing date to August 1, 2019 and the outside date to close the transaction to August 2, 2019;
 - b) updating the purchase price to reflect the amounts without interest as KLNC has decided not to recognize the repayment of interest as part of the purchase price and to update the amounts to July 31st, the new closing date; and
 - c) clarifying that the first CAPREIT closing will take place prior to the closing with UNKI and pursuant to that closing, UNKI will convey a portion of its interest in the residential portion to CAPREIT with the proceeds of that closing reducing UNKI's indebtedness to Bank of Nova Scotia, which correspondingly, reduces KLNC's liability for this loan. The previous draft contemplated this, but the particulars are now known.

3.8 Downsview

1. Downsview Homes Inc. ("DHI") owns land located at 2995 Keele Street in Toronto which is being developed into condominiums and other residences (the "Downsview Project"). The shares of DHI are owned by Downsview (51%) and Mattamy (Downsview) Limited, an affiliate of Mattamy Homes ("Mattamy") (49%).
2. The Downsview Project consists of two phases. The first phase closed in July 2018 and the second is not expected to be completed for several years.
3. Downsview's only material asset is its interest in DHI. The shares are subject to transfer restrictions and co-ownership obligations with, and a pledge in favour of, Mattamy.
4. At the commencement of the CCAA Proceedings, Downsview was required to make an equity injection in the Downsview Project to secure construction financing. Downsview could not fund its portion of the required equity and Mattamy agreed to loan Downsview the funds it required. On June 15, 2017, the Court approved a debtor-in-possession facility (the "DHI Facility") in the amount of \$8 million between Mattamy, as lender, and Downsview, as borrower, as well as a charge in favour of Mattamy over Downsview's assets, properties and undertakings to secure repayment of the amounts borrowed by Downsview under the DHI Facility. To date, approximately \$7.59 million has been borrowed by Downsview under the DHI Facility. Interest and costs continue to accrue. The DHI Facility was due on June 29, 2019. The Monitor and Mattamy are in the process of amending the DHI Facility to extend the maturity date to September 30, 2019.
5. Mattamy has provided the Monitor with several budgets and financial analyses during these proceedings. The most recent "waterfall" was provided in July 2018, reflecting how Mattamy believes the proceeds from the Downsview Project are to be allocated between Mattamy and Downsview. The Monitor disagrees with Mattamy's position and believes Downsview is currently owed more than \$14 million by Mattamy and DHI, before management fees which the Monitor believes are payable to Downsview. Mattamy recently advised the Monitor that it is prepared to accept approximately \$6.3 million of the Monitor's claim and to net it off against the DHI Facility, but it disputes the balance of the Monitor's claim.
6. The Monitor, Mattamy and the Foreign Representative have agreed to appoint the Honourable Mr. Frank Newbould to arbitrate the dispute. The arbitration is scheduled to be held on August 15 and 16, 2019.
7. The Monitor prepared its Thirty-Second Report to Court dated April 4, 2019 (the "Thirty-Second Report") and a Supplement to the Thirty-Second Report dated July 5, 2019 concerning the dispute. For confidentiality reasons, the reports have only been served on Mattamy and the Foreign Representative, with a copy provided to Mr. Newbould⁹.

⁹ A copy of the Thirty-Second Report was also provided to the Court.

3.9 Urbancorp Downtown Developments Inc.

1. Around June 2014, UTMI, a Cumberland Entity, advanced \$750,000 on behalf of Urbancorp Downtown Developments Inc. ("UDDI"), an affiliated entity not subject to insolvency proceedings, to purchase certain land from a third party (the "Vendor") (the "UDDI Deposit"). In December 2014, approximately \$250,000 was repaid to UTMI by UDDI, which reduced the amount owing by UDDI to UTMI to \$500,000.
2. As at the commencement of the Cumberland CCAA Proceedings, the books and records of UTMI reflected an intercompany debt of \$200,000 owing by UDDI to UTMI, such that the total amount owing from UDDI to UTMI was approximately \$700,000 at that time.
3. The property that was to be purchased by UDDI was expropriated by the Toronto Catholic District School Board (the "School Board"). The School Board held back \$1 million from the price it paid the Vendor for the expropriated land (the "Holdback") in respect of potential environmental issues.
4. The School Board has since acknowledged that it did not incur any environmental costs and accordingly it released the Holdback to the Vendor. The Vendor has paid UDDI the full amount of the UDDI Deposit, plus interest of \$95,000.
5. UDDI has made a claim against the School Board for the increase in the value of the expropriated land between the time UDDI entered into the purchase agreement with the Vendor and the date it was expropriated by the School Board. UDDI is trying to negotiate a settlement with the School Board.
6. In August 2018, UDDI paid the Monitor \$260,000 (net of its costs to-date) and retained the balance (approximately \$200,000) to fund its negotiations and potential litigation with the School Board.
7. UDDI has acknowledged that any future proceeds received with respect to its claims, or any unused portion of the reserve will first be used to satisfy the amounts UDDI owes to UTMI. The Monitor has not consented to UDDI's costs, which remain subject to review and approval by the Monitor.
8. A settlement between UDDI and the School Board has been reached in principle, although it is subject to final approval from both sides. The settlement should provide for the full repayment of the UTMI debt. The settlement discussions between the School Board and UDDI are confidential. The Monitor is being kept apprised by UDDI of the status of the discussions.

4.0 Cash Flow Forecast

1. A consolidated cash flow projection has been prepared for the Cumberland CCAA Entities for the period August 1, 2019 to October 31, 2019 (the "Period"). The Cash-Flow Statement and the Cumberland CCAA Entities' statutory report on the cash flow pursuant to Section 10(2)(b) of the CCAA are attached as Appendices "B" and "C", respectively.

2. The expenses in the Cash-Flow Statement are primarily general and administrative expenses and professional fees. The Cumberland CCAA Entities are projected to have sufficient cash to pay all disbursements during the Period.
3. Based on the Monitor's review of the Cash-Flow Statement, there are no material assumptions which seem unreasonable. The Monitor's statutory report on the cash flows is attached as Appendix "D".

5.0 Request for an Extension

1. The Cumberland CCAA Entities are seeking an extension of the stay of proceedings from August 1, 2019 to October 31, 2019. The Monitor supports the request for an extension of the stay of proceedings for the following reasons:
 - a) the Cumberland CCAA Entities are acting in good faith and with due diligence;
 - b) no creditor will be prejudiced if the extensions are granted;
 - c) it will allow the Cumberland CCAA Entities and the Monitor further time to deal with the remaining assets owned by the Cumberland CCAA Entities, including the Geothermal Assets and the Downsview Project;
 - d) it will allow the Monitor the opportunity to resolve disputed claims in the Cumberland CCAA Proceedings; and
 - e) as of the date of this Report, neither the Cumberland CCAA Entities nor the Monitor is aware of any party opposed to an extension.

6.0 Professional Fees

1. The fees and disbursements of the Monitor, Davies and DLA for the period April 1, 2019 to June 30, 2019 are summarized below.

Firm	(\$)		
	Fees	Disbursements	Total
KSV	156,911.25	106.46	157,017.71
Davies	119,577.00	3,574.94	123,151.94
DLA	2,677.50	-	2,677.50
Total	279,165.75	3,681.40	282,847.15

2. Detailed invoices are provided in appendices to the fee affidavits filed by representatives of KSV, Davies and DLA which are provided in Appendices "E", "F" and "G" respectively.
3. The average hourly rates for the Monitor, Davies and DLA are as follows:

Firm	Average Hourly Rate (\$)
KSV	569.76
Davies	762.00
DLA	595.00

4. Since the last fee approval motion, the main matters addressed by Davies include:
 - a) dealing with FCR and Torys LLP, counsel to FCR, to finalize and seek approval of the Kingsclub Transaction;
 - b) dealing with the Downsview Project, including corresponding with Cassels Brock & Blackwell LLP, counsel to Mattamy, and reviewing and commenting on the Monitor's supplemental report concerning this dispute;
 - c) corresponding with legal counsel to the Condo Corporations concerning the Geothermal Assets and advancing settlement discussions with Fine & Deo; and
 - d) corresponding with Dentons regarding all matters in the CCAA proceedings.

5. The Monitor is of the view that the hourly rates charged by Davies and DLA are consistent with rates charged by law firms practicing in restructuring and insolvency in the downtown Toronto market, and that the fees charged are reasonable and appropriate in the circumstances. As reflected in the table above, DLA has incurred limited professional fees since the last fee approval motion. The Monitor notes that both Davies and DLA have involved a small number of lawyers on this matter.

7.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that the Court make an order granting the relief detailed in Section 1.4(1)(d) of this Report.

* * *

All of which is respectfully submitted,

KSV Kofman Inc

**KSV KOFMAN INC.
IN ITS CAPACITY AS CCAA MONITOR OF
THE CUMBERLAND CCAA ENTITIES
AND NOT IN ITS PERSONAL CAPACITY**

Tab 5



**Thirty-Fourth Report to Court of
KSV Kofman Inc. as CCAA Monitor of
Urbancorp Toronto Management Inc.,
Urbancorp (St. Clair Village) Inc., Urbancorp
(Patricia) Inc., Urbancorp (Mallow) Inc.,
Urbancorp (Lawrence) Inc., Urbancorp
Downsview Park Development Inc., Urbancorp
(952 Queen West) Inc., King Residential Inc.,
Urbancorp 60 St. Clair Inc., High Res. Inc.,
Bridge On King Inc. and the Affiliated Entities
Listed in Schedule "A" Hereto**

June 19, 2019

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COURT FILE NO.: CV-16-11389-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
URBANCORP TORONTO MANAGEMENT INC., URBANCORP (ST. CLAIR
VILLAGE) INC., URBANCORP (PATRICIA) INC., URBANCORP (MALLOW) INC.,
URBANCORP (LAWRENCE) INC., URBANCORP DOWNSVIEW PARK
DEVELOPMENT INC., URBANCORP (952 QUEEN WEST) INC., KING
RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC., HIGH RES. INC., BRIDGE
ON KING INC. (COLLECTIVELY, THE "APPLICANTS") AND THE AFFILIATED
ENTITIES LISTED IN SCHEDULE "A" HERETO

THIRTY-FOURTH REPORT OF KSV KOFMAN INC.

June 19, 2019

1.0 Introduction

1.1 Cumberland CCAA Entities

1. On April 21, 2016, Urbancorp (St. Clair Village) Inc. ("St. Clair"), Urbancorp (Patricia) Inc. ("Patricia"), Urbancorp (Mallow) Inc. ("Mallow"), Urbancorp Downsview Park Development Inc. ("Downsview"), Urbancorp (Lawrence) Inc. ("Lawrence") and Urbancorp Toronto Management Inc. ("UTMI") each filed a Notice of Intention to Make a Proposal ("NOI") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (collectively, St. Clair, Patricia, Mallow, Downsview, Lawrence and UTMI are referred to as the "NOI Entities"). KSV Kofman Inc. ("KSV") was appointed as the Proposal Trustee of each of the NOI Entities.
2. Pursuant to an Order made by the Ontario Superior Court of Justice (Commercial List) (the "Court") dated May 18, 2016 (the "Initial Order"), the NOI Entities, together with the entities listed on Schedule "A" attached (collectively, the "Cumberland CCAA Entities" and each a "Cumberland CCAA Entity") were granted protection under the *Companies' Creditors Arrangement Act* (the "CCAA") and KSV was appointed monitor of the Cumberland CCAA Entities (the "Monitor") (the "Cumberland CCAA Proceedings").

3. Certain Cumberland CCAA Entities¹ are known direct or indirect wholly-owned subsidiaries of Urbancorp Cumberland 1 LP ("Cumberland"). Collectively, Cumberland and its direct and indirect subsidiaries are the "Cumberland Entities" and each individually is a "Cumberland Entity". Each Cumberland Entity is a nominee for Cumberland and, as such, the assets and liabilities of the Cumberland Entities are assets and liabilities of Cumberland. The remaining Cumberland CCAA Entities², other than UTMI, are directly or indirectly wholly owned by Urbancorp Inc. ("UCI") (collectively, the "Non-Cumberland Entities" and each a "Non-Cumberland Entity"). The corporate chart for the Cumberland CCAA Entities and the Non-Cumberland Entities is provided in Appendix "A".
4. Cumberland is believed to be the sole shareholder of Urbancorp New Kings Inc. ("UNKI"). UNKI is believed to be a nominee for Cumberland. UNKI is not subject to the CCAA proceedings.
5. UNKI and King Liberty North Corporation (the "Purchaser"), an affiliate of First Capital (S.C.) Corporation ("FCSCC"), are co-owners of lands municipally described as 1100 King Street West, Toronto (the "Kingsclub Development").³ The Kingsclub Development is a significant retail and residential development.
6. Pursuant to the Initial Order, Robert Kofman, the President of KSV and the person with oversight of these proceedings on behalf of the Monitor, or such representative of KSV as Mr. Kofman may designate in writing from time to time, was appointed to the management committee of the Kingsclub Development at the outset of these proceedings.

1.2 Purposes of this Report

1. The purposes of this report (the "Report") are to:
 - a) provide background information concerning the Kingsclub Development;
 - b) summarize a transaction (the "Transaction") whereby the Purchaser will acquire UNKI's interest in the Kingsclub Development (the "UNKI Interest") pursuant to an Agreement of Purchase and Sale dated June 5, 2019 between the Monitor and the Purchaser (the "APS");
 - c) recommend that the Court issue an order:
 - i. approving the Transaction and the APS and vesting title in the Purchaser in and to the UNKI Interest, free and clear of all liens, claims and encumbrances (other than specified permitted encumbrances) upon filing a certificate confirming, among other things, completion of the Transaction; and
 - ii. sealing the confidential appendix to this Report.

¹ St. Clair., Patricia, Mallow, Lawrence, Urbancorp (952 Queen West) Inc., King Residential Inc., Urbancorp 60 St. Clair Inc., High Res. Inc., Urbancorp Partner (King South) Inc., Urbancorp (North Side) Inc. and Bridge on King Inc.

² Vestaco Homes Inc., Vestaco Investments Inc., Urbancorp Power Holdings Inc., UTMI, Downsview, 228 Queens Quay West Limited, Urbancorp Residential Inc., Urbancorp Realtyco Inc., Urbancorp Cumberland 1 GP Inc.

³ Kings Club Development Inc., a nominee entity, is the registered owner of the Kingsclub Development on behalf of its beneficial owners, UNKI and the Purchaser.

1.3 Currency

1. Unless otherwise stated, all currency references in this Report are to Canadian dollars.

1.4 Restrictions

1. In preparing this Report, the Monitor has relied upon unaudited financial and other information of the CCAA Entities, financial and other information provided by FCSCC and/or its affiliates and its representatives related to the Kingsclub Development and discussions with representatives of the CCAA Entities (the "Information"). The Monitor has not performed an audit or other verification of the Information.
2. The Monitor has not audited, reviewed or otherwise verified the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.
3. The Monitor expresses no opinion or other form of assurance with respect to the Information relied upon by the Monitor in preparing this Report. Any party wishing to place reliance on the Information should perform its own diligence and any reliance placed by any party on the Information presented herein shall be limited to considering the subject matter of this Report.

2.0 Background

1. The Urbancorp Group primarily engaged in the development, construction and sale of residential properties in the Greater Toronto Area.

2.1 Urbancorp Inc.

1. UCI was incorporated on June 19, 2015 to raise debt in the public markets in Israel. Pursuant to a Deed of Trust dated December 7, 2015, UCI made a public offering of debentures (the "IPO") in Israel of NIS180,583,000 (approximately \$64 million based on the exchange rate at the time of the IPO) (the "Debentures"). A significant portion of this obligation remains outstanding.
2. On April 25, 2016, the District Court in Tel Aviv-Yafo, Israel issued a decision appointing Guy Gissin as the functionary officer and foreign representative (the "Foreign Representative") of UCI and granting him certain powers, authorities and responsibilities over UCI (the "Israeli Proceedings").
3. On May 18, 2016, the Court issued two orders under Part IV of the CCAA which:
 - a) recognized the Israeli Proceedings as a "foreign main proceeding";
 - b) recognized Mr. Gissin as Foreign Representative of UCI; and
 - c) appointed KSV as the Information Officer.
4. UCI is the primary stakeholder with a financial interest in the Transaction.

3.0 Kingsclub Development

1. The Kingsclub Development is located in Liberty Village in Toronto. The project is scheduled to be completed this year. It has experienced several delays and cost-overruns.
2. Pursuant to the Amended and Restated Co-owners Agreement dated February 1, 2012 (the "Ownership Agreement"), as amended, between UNKI and the Purchaser, the Purchaser has an option to purchase UNKI's interest in the commercial portion of the project at below market value.⁴
3. The residential component of the Kingsclub Development was originally owned by UNKI (50%) and the Purchaser (50%). On July 28, 2015, the Purchaser and UNKI entered into an agreement (the "CAPREIT Agreement") with CAPREIT Limited Partnership ("CAPREIT") to sell one-third of the residential component of the project to CAPREIT, such that the Purchaser, UNKI and CAPREIT would each have a one-third interest in that portion of the development upon closing of that transaction.

3.1 Project Debt

1. As of April 1, 2019, UNKI has borrowed the following amounts to finance construction of the Kingsclub Development:
 - a) approximately \$34.5 million from FCSCC (the "Early Works Loans"); and
 - b) approximately \$3.7 million from the Purchaser (the "Land Loan").

In addition to the above amounts:

- a) UNKI and the Purchaser are co-borrowers under a facility with Bank of Nova Scotia ("BNS"). The amount owing to BNS under this facility as at the date of this Report was approximately \$168 million; and
- b) the Kingsclub Development has incurred significant cost overruns. FCSCC has funded UNKI's share of the cost overruns under credit facilities (the "Standstill Facilities") pursuant to the terms of a Court approved standstill agreement and a standstill amending agreement, each between FCSCC, the Purchaser, UNKI and the Monitor (the "Standstill Agreements"). The total principal amount advanced by FCSCC under the Standstill Agreements is approximately \$48.4 million, which continues to accrue interest and costs. There is insufficient availability under the Standstill Agreements to fund future projected cost overruns.

⁴ The Ownership Agreement provides the Purchaser with the option of purchasing UNKI's commercial interest at a 5.5% cap rate. The Monitor understands the market capitalization rate for similar properties is less than this amount.

- c) In late 2018, FCSCC requested that the Monitor enter into a further amendment to the Standstill Agreements in order to fund additional cost overruns. The Monitor advised FCSCC that it was not prepared to do so because it was unclear whether UNKI would be able to repay any such advances from its interest in the Kingsclub Development or otherwise. As such, UNKI defaulted on its obligation to make the additional co-owner contributions for the period December 1, 2018 to March 31, 2019, as required by the Ownership Agreement. Pursuant to the terms of the Ownership Agreement, the Purchaser has funded these obligations and UNKI is indebted to the Purchaser for these advances, which now total approximately \$13 million, before interest and costs which continue to accrue (the "Co-Owner Loan"). The Purchaser estimates that UNKI would be required to fund an additional \$19.9 million to complete the Kingsclub Development. The amounts advanced under the Co-Owner Loan are secured pursuant to a Co-Owner's Cross Charge granted by UNKI which secures UNKI's obligations under the Owner's Agreement.

3.2 The Transaction

1. As a result of UNKI's inability to fund its obligations to advance the Kingsclub Development, the Monitor and the Purchaser entered into settlement discussions which resulted in the Transaction. A summary of the Transaction is provided below.

- **Purchaser:** KLNC;
- **Purchased Assets:** the UNKI Interest;
- **Purchase Price:** \$2.15 million, plus the assumption of the aggregate indebtedness of UNKI pursuant to the amounts owing by UNKI under the BNS Facility, net of the proceeds from the CAPREIT Agreement (the "Assumed Liabilities"), and the amounts owing by UNKI under the Standstill Facilities, the Co-Owner Loan, the Early Works Loan, the Land Loan and the estimated cost to complete the Kingsclub Development (collectively, the "Other Liabilities").

The Purchase Price will be satisfied as follows:

- i. payment by the Purchaser of \$2.15 million;
 - ii. assumption of the Assumed Liabilities by the Purchaser;
 - iii. assumption of permitted encumbrances; and
 - iv. by the Monitor providing a direction to the Purchaser, FCSCC or its affiliates to pay themselves an amount equal to the Other Liabilities.
- **Excluded Liabilities:** all liabilities of UNKI that are not Assumed Liabilities or Other Liabilities are to be retained by UNKI;
 - **Excluded Assets:** any assets of UNKI other than the UNKI Interest, including: (i) UNKI's interest in a geothermal system located at 20 Joe Shuster Way and the related energy supply agreement; (ii) books and records relating to UNKI; (iii) tax refunds; and (iv) CAPREIT's interest in the Kingsclub Development;

- **Representations and Warranties:** consistent with the standard terms of an insolvency transaction, i.e. on an “as is, where is” basis, with limited representations and warranties;
- **Closing:** July 3, 2019 or such other date that the parties agree to in writing;
- **Termination:** the APS can be terminated:
 - (i) by either the Monitor or the Purchaser if the Transaction has not been completed by August 1, 2019; or
 - (ii) if any of the conditions in favour of the Purchaser or Receiver are not waived or satisfied.

A copy of the APS is attached as Appendix “B”.

4.0 Monitor’s Considerations to Enter into the Transaction

1. Early in these proceedings, the Monitor requested that a real estate brokerage provide an estimate of the value of the Kingsclub Development. More recently, the Monitor’s valuation group has performed this estimate. The Monitor’s most recent estimate is provided in Confidential Appendix “1”. The rationale for sealing the value estimate is provided in Section 4.1 below.
2. The Monitor considered that UNKI may need to file for CCAA protection in order to realize on the UNKI Interest in a Court supervised sale process. To maximize value for the UNKI interest in the Kingsclub Development, the Monitor determined that it may be necessary for it to attempt to disclaim certain agreements, including the CAPREIT Agreement and the Ownership Agreement. The Monitor anticipates that attempts to disclaim these agreements would be vigorously contested by CAPREIT, the Purchaser and BNS. If the Monitor was successful in its efforts to disclaim these agreements, significant damage and other claims would likely result, which would impair the value of the UNKI Interest.
3. The Kingsclub Development is partially financed by a syndicate led by BNS. There is no certainty that BNS would be prepared to cooperate in a sale process. BNS, as a secured lender, has the right to appoint a receiver and to bring an application to have one appointed by the Court.
4. The Monitor is also cognizant that the professional costs and uncertainty resulting from a CCAA proceeding involving the Kingsclub Development could impair the value of the UNKI Interest.
5. Furthermore, the Purchaser, as a Co-Owner, would have the ability to influence the outcome of a sale process for the Kingsclub Development. Any bidder would need to be comfortable that it could work with the Purchaser and the Purchaser is not obligated to deal consistently with prospective buyers – it may be prepared to provide superior deal terms to some parties over others.

6. The Monitor has kept the Foreign Representative apprised of its negotiations with FCSCC. The Foreign Representative has advised that it consents to the Transaction. There are no material conditions precedent to the Transaction other than Court approval.
7. In the Monitor's opinion, the consideration to be received for the UNKI Interest under the Transaction is fair and reasonable taking into account the considerations discussed above and accordingly the Monitor believes that the best approach to maximizing the realizable value of the UNKI Interest is to complete the Transaction.

4.1 Confidentiality

1. The Monitor recommends that its estimate of the value of the Kingsclub Development be filed with the Court on a confidential basis and be sealed as the document contains confidential information. If the value estimate is not sealed, the information may negatively impact future transactions if the Transaction is not completed. The Monitor is not aware of any party that will be prejudiced if the information is sealed. The Monitor believes that the benefits of sealing this information outweigh any adverse consequence resulting from the information being sealed. The Monitor believes that such adverse consequences, if any, are immaterial.

5.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that the Court make an order granting the relief sought in Section 1.2 (1)(c) of this Report.

* * *

All of which is respectfully submitted,

KSV Kofman Inc

**KSV KOFMAN INC.
IN ITS CAPACITY AS CCAA MONITOR OF
THE CCAA ENTITIES
AND NOT IN ITS PERSONAL CAPACITY**

Schedule "A"

Urbancorp Toronto Management Inc.

Urbancorp (952 Queen West) Inc.

King Residential Inc.

Urbancorp 60 St. Clair Inc.

High Res. Inc.

Bridge on King Inc.

Urbancorp Power Holdings Inc.

Vestaco Homes Inc.

Vestaco Investments Inc.

228 Queen's Quay West Limited

Urbancorp Cumberland 1 LP

Urbancorp Cumberland 1 GP Inc.

Urbancorp Partner (King South) Inc.

Urbancorp (North Side) Inc.

Urbancorp Residential Inc.

Urbancorp Realtyco Inc.

Tab 6

Court File No. CV-16-11389-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF URBANCORP TORONTO MANAGEMENT
INC., URBANCORP TORONTO MANAGEMENT INC.,
URBANCORP (ST. CLAIR VILLAGE) INC., URBANCORP
(PATRICIA) INC., URBANCORP (MALLOW) INC., URBANCORP
(LAWRENCE) INC., URBANCORP DOWNSVIEW PARK
DEVELOPMENT INC., URBANCORP (952 QUEEN WEST) INC.,
KING RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC.,
HIGH RES. INC., BRIDGE ON KING INC. (COLLECTIVELY, THE
"APPLICANTS") AND THE AFFILIATED ENTITIES LISTED IN
SCHEDULE "A" HERETO

AFFIDAVIT OF MARCO BUCCI

I, Marco Bucci, of the Town of Vaughan, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the senior project manager for Speedy Electric Contractors Limited ("**Speedy**"), and as such, have knowledge of the following matters to which I hereinafter depose. Unless I indicate to the contrary, these facts are within my personal knowledge and are true. Where I indicate that I have obtained information from other sources, I verily believe those facts to be true.
2. Speedy operates an electrical contracting business, and I have been employed by Speedy since 1998. I am aware that Urbancorp has been one of Speedy's clients for about 15 years.
3. In January 2015, Urbancorp was procuring trades for the development of the condominium development project to be built at 1100 King Street West ("**Kingsclub**"). The property was owned by Kingsclub Development Inc., which I understood was affiliated with Urbancorp. Speedy was asked to bid on the electrical scope for Kingsclub by the Vice President of Construction for Urbancorp, Tony Manocchio ("**Monocchio**").

4. At the time, Speedy had become one of Urbancorp's "preferred" electrical contractor for their development projects. Speedy had just completed its work on another Urbancorp project known as "The Bridge", and at the time, Speedy was supplying ongoing electrical work to one of Urbancorp's other condominium developments at 2 Lisgar Street, Toronto, Ontario, which was known as Edge on Triangle Park (the "**Edge Project**"). Further, a few months earlier, in September 2014, Speedy had loaned the principal of Urbancorp, Alan Saskin ("**Saskin**"), \$1 million to put into various Urbancorp development projects that were ongoing.

5. After Speedy reviewed the specifications for Kingsclub's electrical scope, on or about February 19, 2015, I provided Manocchio with Speedy's proposal for the electrical scope (the "**Proposal**"), which I attach hereto and mark as **Exhibit "A"**. The proposal states that the electrical scope encompassed by the specifications (i.e. the "**Base Contract Work**") would be \$6,858,000.00, plus HST, and the proposal also identified certain extras to the contract that were discussed with Manocchio (the "**Extras**").

6. Prior to reaching any formal agreement, Speedy commenced work at the site on or about October 2014.

7. On May 29, 2015, I delivered Speedy's estimate for the Extras (at the time) to Joe Pietrangelo ("**Pietrangelo**"), the new Vice President of Construction for Urbancorp. The breakdown for the Extras showed that Speedy's cost to completed the Extras would be \$1,414,786, plus 10% overhead, plus 10% markup, plus HST. The total estimate was \$1,711,891.06, plus HST (the "**Estimate**"). Attached hereto and marked as **Exhibit "B"** is a true copy of my email as well as the attached Estimate, dated May 29, 2015.

8. On or about June 19, 2015, Speedy and Kingsclub Development Inc. executed a Letter of Intent for \$6,750,000, plus HST, for the Base Contract Work, which included some changes from what Speedy had originally proposed was included within the scope. The Letter of Intent was prepared by Urbancorp, and stated that the Extras would "still be finalized and to be later added to the base contract price". Attached hereto and marked as **Exhibit "C"** is a true copy of the Letter of Intent, which was executed by Pietrangelo on behalf of Kingsclub Development Inc.

9. Enclosed within the Letter of Intent was Speedy's Proposal and Estimate, as well as Pietrangelo's hand written notes on the documents. Pietrangelo estimated at the time that the cost of the Extras, if and when needed, would be \$1,429,436.00, which was why this amount is referenced in the Letter of Intent prepared by him. Pietrangelo calculated this amount based on the following: (i) the supply of the residential and retail distribution system for \$867,000, plus HST; and (ii) the supply of the retail feeders for \$562,436, plus HST. Based on my discussions with Pietrangelo at the time, I advised Pietrangelo that Speedy did not agree with Pietrangelo's price based on the updated scope for the Extras we were discussing for these items, which was being expanded beyond what was set out in my original Estimate. In particular, when the Estimate was created in May 2015, Kingsclub had not yet received approval of their electrical specifications from Toronto Hydro, and therefore Speedy had to make certain assumptions regarding the equipment that would be required for the distribution system. By June 2015, based on the ongoing discussions with Toronto Hydro, there was more clarity on the equipment that would be required by Toronto Hydro, but nothing had been finalized nor approved by Toronto Hydro at the time. Further, Pietrangelo did not include any amount for Speedy's overhead and markup. Given the foregoing, and given the uncertainty regarding the scope of the Extras at the time, I made it clear that there was no agreement at the time regarding the Extras, which is why the Letter of Intent explicitly provided that the Extras, if and when requested, would still be negotiated and finalized at a later date.

10. On or about July 9, 2015, Speedy and King Liberty North Corporation executed a Stipulated Price Contract for the supply of the Base Contract Work in accordance with the Letter of Intent. The base contract price was \$6,750,000, plus HST (the "**Base Contract**"). Attached hereto and marked as **Exhibit "D"** is a true copy of the Base Contract. The Extras were not agreed upon at the time, and were to be negotiated and finalized at a later date.

11. According to the terms of the Base Contract, a formal Change Order "shall" be issued prior to Speedy completing any work that was outside of the Base Contract Work (see Part 6 of the Base Contract). According to clause 6.2 of the Base Contract, any change to the scope of work "shall" be recorded in a Change Order that sets out the agreed upon price for the additional work.

12. In or around the summer of 2015 it became apparent to Speedy that Urbancorp was having cash flow issues because Speedy, and other trades, were not being paid for work supplied to the Edge Project. Further, Saskin had not yet repaid Speedy for the loan advanced to fund certain Urbancorp projects. Speedy started to realize that there was significant increased risk associated with continuing to supply work to Urbancorp projects.

13. In or around October 2015, Pietrangelo approached Speedy about finalizing the Change Order for the Extras. As the original Estimate was delivered six months prior (the project had been significantly delayed), the price of materials had increase since that time, and the scope of work for the Extras had changed at the request of Pietrangelo and Kingsclub's consultants. Further, I can advise that Speedy refused to agree to the Change Order and refused to supply any additional work outside of the Base Contract Work unless Speedy was compensated for the apparent additional risk associated with supplying additional work to Urbancorp at the time.

14. After about two meetings with Pietrangelo where we discussed the price of the Extras, on or about December 8, 2015, Kingsclub issued a formal Change Order #15037-02 to Speedy in the amount of \$2,679,436.00, plus HST (the "**Change Order**"). Attached hereto and marked as **Exhibit "E"** is a true copy of the Change Order, which was signed by Pietrangelo.

15. On or around April 2016, I learned from Pietrangelo that the management of the Kingsclub project was being turned over from Urbancorp to First Capital. I also learned from Pietrangelo that First Capital was actually always a part owner in Kingsclub as a joint venture with Urbancorp, and that First Capital was taking over total management of the project from Urbancorp given the Urbancorp group of companies' financial collapse.

16. On or about April 21, 2016, I received a letter from Gareth Burton, the Senior Vice President of Construction for First Capital, confirming that First Capital had commenced a process to replace the current construction manager, Urbancorp. The letter also indicated that First Capital had already invited several companies to make a proposal to take over the role of construction manager. Attached hereto and marked as **Exhibit "F"** is a true copy of the letter from Gareth Burton dated April 21, 2016.

17. Shortly after, First Capital retained Multiplex Construction Canada Inc. ("**Multiplex**") as the new construction manager for the Kingsclub.

18. On July 22, 2019, Speedy submitted its progress draw to Multiplex for approval, which included the full amount of Change Order #15037-02 (\$2,679,436.00, plus HST). On July 25, 2019, Multiplex advised Speedy that they would not approve any payment for the Change Order that exceeded \$1,429,394.31, plus HST, despite the work being completed by Speedy and despite the agreed upon price of \$2,679,436.00, plus HST as set out in Change Order. Attached hereto and marked as **Exhibit "G"** is a true copy of the email exchange on July 22-25, 2019.

19. On August 1, 2019, Multiplex requested that Speedy execute a document called "Statement of Trade Contractor's Final Account". Attached hereto and marked as **Exhibit "H"** is a true copy of the email from Pouya Abedi (Assistant Manager at Multiplex) with the attached form. Upon reviewing the document that Multiplex requested Speedy to sign, it became clear that they were attempting to have Speedy release Kingsclub with respect to paying Speedy the balance of Change Order #15037-02 in the amount of \$1,250,041.69, plus HST (the "**Release**"). Speedy was advised that Speedy would not receive payment of its holdback in the amount of \$1,637,511.72 unless the Release was signed and returned.

20. On August 7 and 16, 2019, Speedy and Multiplex exchanged additional emails regarding the refusal to pay the full amount of the Change Order, which I attach hereto and mark as **Exhibit "I"**.

21. In addition to Change Order #15037-02 (the "Change Order"), there are other Speedy invoices that remain unpaid though the work has been completed and approved by Kingsclub. The following is the list of all invoices that have not yet been paid, in the total amount of \$3,301,822.57:

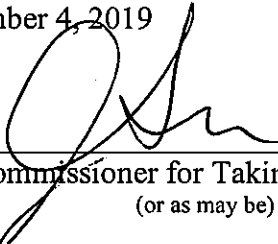
- (a) Invoice #30137, dated July 30, 2019, in the amount of \$110,883.30, inclusive of HST. Attached hereto and marked as **Exhibit "J"** is a true copy of said invoice. This invoice relates to Base Contract Work that was completed by Speedy and approved by Kingsclub.

- (b) Invoice #30138, dated July 30, 2019, for the release of holdback, in the amount of \$1,637,511.72, inclusive of HST, for work completed by Speedy and approved by Kingsclub. Attached hereto and marked as **Exhibit "K"** is a true copy of said invoice.
 - (c) Invoice #30184, dated August 8, 2019, in the amount of \$49,027.39, inclusive of HST. Attached hereto and marked as **Exhibit "L"** is a true copy of said invoice. This invoice relates to another approved change order that was completed by Speedy.
 - (d) Invoice #30185, dated August 8, 2019, in the amount of \$5,447.49, inclusive of HST. Attached hereto and marked as **Exhibit "M"** is a true copy of said invoice. This invoice relates to the release of holdback for the change order set out in invoice #30184.
 - (e) Invoice #30214, dated August 21, 2019, in the amount of \$77,765.01, inclusive of HST. Attached hereto and marked as **Exhibit "N"** is a true copy of said invoice. This invoice relates to Base Contract Work that has been completed and approved by Kingsclub.
 - (f) Invoice #30215, dated August 21, 2019, in the amount of \$8,640.56, inclusive of HST. Attached hereto and marked as **Exhibit "O"** is a true copy of said invoice. This invoice relates to the release of holdback for the work set out in invoice #30214.
 - (g) Invoice #30250, dated August 21, 2019, in the amount of \$1,271,292.40, inclusive of HST. Attached hereto and marked as **Exhibit "P"** is a true copy of said invoice. This invoice relates to the balance owing pursuant to the Change Order.
 - (h) Invoice #30251, dated August 21, 2019, in the amount of \$141,254.71, inclusive of HST. Attached hereto and marked as **Exhibit "Q"** is a true copy of said invoice. This invoice relates to the release of holdback related to the Change Order.
22. Attached hereto and marked as **Exhibit "R"** is a true copy of an email chain between Jeremy Sacks (Speedy's counsel), Robin Schwill (counsel for the Monitor), and Noah Goldstein (KSV) regarding Speedy's outstanding account.
23. On August 23, 2019, Speedy registered a construction lien against the property, which I attach hereto and marked as **Exhibit "S"**.

24. Later that day, Multiplex emailed Speedy to advise the following, amongst other things:
- (a) progress invoice #30214, dated August 21, 2019, in the amount of \$77,765.01, inclusive of HST, was acceptable.
 - (b) The remaining balance of Change Order #15037-02 in the amount of \$1,250,041.69, plus HST, could not be “claimed” and further requested “a detailed substantiation and chronology of events associated with this change order”.

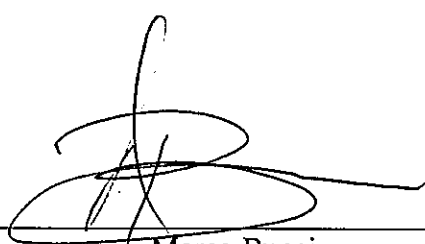
Attached hereto and marked as **Exhibit “T”** is a true copy of the email from Pouya Abedi (Multiplex), dated August 23, 2019.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario on
September 4, 2019



Commissioner for Taking Affidavits
(or as may be)

Jeremy Sacks



Marco Bucci

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF URBANCORP TORONTO MANAGEMENT INC., URBANCORP TORONTO MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE) INC., URBANCORP (PATRICIA) INC., URBANCORP (MALLOW) INC., URBANCORP (LAWRENCE) INC., URBANCORP DOWNSVIEW PARK DEVELOPMENT INC., URBANCORP (952 QUEEN WEST) INC., KING RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC., HIGH RES. INC., BRIDGE ON KING INC. (COLLECTIVELY, THE "APPLICANTS") AND THE AFFILIATED ENTITIES LISTED IN SCHEDULE "A" HERETO

Court File No. CV-16-11389-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED IN TORONTO

AFFIDAVIT OF MARCO BUCCI

LEVINE SHERKIN BOUSSIDAN

Barristers

23 Lesmill Road, Suite 300

Toronto ON M3B 3P6

KEVIN D. SHERKIN LSUC# 27099B

JEREMY SACKS – LSO#62316R

Tel: 416-224-2400

Fax: 416-224-2408

Email: Jevin@lsblaw.com

Lawyers for Speedy Electric Contractors Limited

This is Exhibit "A" referred to in the Affidavit of Marco Bucci sworn September 4, 2019.



Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS



27 January 2015
Revised Feb 19, 2015

Urbancorp
1100 King Street West,
Toronto, Ontario
M6K 1E6

Attn: Tony Manocchio

Re: King Club – Electrical Price for Residential Buildings and Underground
Parking Garage

We are pleased to submit our electrical price for the above subject project to supply and install included all materials, labors, supervision, tools, equipment, transport, insurance, permits, inspection fee and etc to complete the electrical works as per below scope of works as prepared by Speedy. This project consists of (2) pour concrete structure buildings (building East -16 storey and building West – 7 storey) with total 508 nos. of various suites. There will be two (2) levels of retails space and four (4) levels of underground parking (2 levels for retail parking & 2 levels for residential parking), mechanical and generator room to be located on roof level mechanical Penthouse. Please note the design, material and workmanship for the below price are based on the standard condo design and specification. Detail of works as follow:

WORK INCLUDED

- ◆ Supply and install high voltage duct bank from property line to high voltage transformer vault at A1 level,
- ◆ Supply and install 3- 4” incoming ducts from property line to the main communication room at A1 level,
- ◆ Supply and install 2- 4” EMT pipes from main communication room at A1 level to RES level 01 of electrical closets, sleeves only to be allowed for floor penetrations in telecommunication riser,
- ◆ Residential Distribution system consisting of the following:
 - Supply and install high voltage system for residential buildings including one (1) 3000 KVA 13.8KV – 600/347V high voltage transformer and 3 bays of 13.8KV switchgears and associates high voltage cables,
 - Supply and install 3000A 347/600V 3P4W secondary services from residential high voltage transformer to the main switchboard at A1 level main electrical room,
 - Supply and install main distribution system for residential building including one (1) set of 4000A 3P4W 347/ 600V main switchboard which located at A1 level main electrical room, power distribution panel, distribution panels, main feeders.

- ◆ **Retail Distribution system consisting of the following:**
 - Supply and install high voltage system for retail buildings including one (1) 3000 KVA 13.8KV – 600/347V high voltage transformer and 2 bays of 13.8KV switchgears and associates high voltage cables,
 - Supply and install main distribution system (RDP-61) for retail building including one (1) set of 4000A 3P4W 347/ 600V main switchboard located in retail electrical room,
 - Retail distribution system described above, allowance to exceed \$200,000.00

- ◆ Supply and install sub-main distribution system including distribution panels, branch circuits distribution panels, breakers, fuses, loose disconnects and sub-main feeders,
- ◆ Supply and install branch wiring system for small lighting and power system for parking, amenity, common area including conduits, wires, boxes, devices and accessories,
- ◆ Supply and install suite power distribution system including cable risers, suite distribution panels, suite riser panels and step-down transformers,
- ◆ Supply and install electrical grounding for HV and MV system,
- ◆ Supply and install single stage addressable fire alarm system including one (1) fire alarm control panel, devices, verification, conduits, wires, boxes and accessories.
- ◆ Supply and install standard 120V smoke alarm for the dwelling units,
- ◆ Supply and install in-suite electrical installation including conduits, wires, boxes, suite load centers, electrical devices, 100A 1P3W suites feeders. Please note aluminum suite feeders will be selected, one (1) 15A 1P Arc fault breaker to be provided per suite and the minimum size of branch circuits wiring throughout the suite to be #14 AWG,
- ◆ Supply and install emergency power generation system for **East building** including 1 set of 500KW 347/600V indoor type diesel generator set together with two (2) nos. of 3P auto transfer switches (1-400A life safety & 1-300A non-life safety, ASCO series 300 or equivalent) and emergency feeders,
- ◆ Supply and install emergency power generation system for **West building** including 1 set of 300KW 347/600V indoor type diesel generator set together with two (2) nos. of 3P auto transfer switches (1-300A life safety & 1-100A non-life safety, ASCO series 300 or equivalent) and emergency feeders,
- ◆ Installation of light fixtures, light fixtures to be supplied by others,
- ◆ Supply and install occupancy sensors for the lighting control for underground parking and locker rooms including conduits, boxes, wires, occupancy sensors, please note 120V line voltage type occupancy sensors to be selected,
- ◆ Supply and install carbon monoxide monitor system at under- ground parking garage including conduits, boxes, wires, carbon monoxide sensors, main control panel, calibration and commissioning,
- ◆ Supply and install electrical pipe tracing as shown on electrical drawings,
- ◆ Supply and install power wiring and connection only to mechanical equipment,
- ◆ Rough-in empty conduits with pull string only for all thermostats, please note wiring only to be provided for line voltage type thermostat,

- ◆ Rough-in home run empty conduits with pull strings only for suites' telephone, cable TV system including conduits and all accessories, please note 1 - 1" home run conduits from communication box at each suite to electrical closet to be provided, also, all the communication boxes to be provided by communication provider and installed by Speedy,
- ◆ Rough-in empty conduits and boxes for Tri-sorter for garbage system,
- ◆ Rough-in empty conduits and boxes for all security system including CCTV, suite intrusion, card access, door opening, entry phone, elevator communication and garage doors system,
- ◆ Supply and install electrical snow melting system for ramp entrance, approx. covered area is 1050sf,
- ◆ Supply and install fire stopping as per code required to all electrical sleeves,
- ◆ Supply and install temporary lighting and power,
- ◆ Clean-up of our own garbage,
- ◆ Electrical inspection permit,

Total Cost for above work.....\$6,858,000.00 + H.S.T.

WORK EXCLUDED

- ◆ Excavation, backfill, concrete work for duct bank and light standards,
- ◆ Supply, install and termination of incoming high voltage cables,
- ◆ Supply and install houses keeping concrete pads and floating concrete pad for all electrical equipment,
- ◆ All cash allowances,
- ◆ Bonding, please note bonding is available upon request,
- ◆ Supply, storage and handling of light fixtures,
- ◆ Supply and install dimming system for lighting control,
- ◆ Supply and install any dimming or home automation system for suites including conduits, wires, back-boxes, equipment and accessories,
- ◆ Mineral Insulated cables for emergency circuit or feeders (Standard cables embedded in concrete only for emergency feeders),
- ◆ Supply and install exhaust pipe stack with insulation, fuel oil pipe line, fuel oil storage tanks, fuel oil control system for emergency generator,
- ◆ Supply of any specialty equipment (saunas, steamers, supplement heating, exhaust fans etc.)
- ◆ Supply and install low voltage wiring and control for mechanical trade,
- ◆ Supply of thermostats, loose starters and motor control centers,
- ◆ Supply and install motorized doors and dampers,
- ◆ Supply and install any security systems (CCTV, panic, card access, suite intrusion, entry phone, garage doors systems and etc.),
- ◆ Supply and install elevator cabs communication System,
- ◆ Supply and install electrical soffit heating,
- ◆ Supply and install electrical floor warming for en-suites,

- ◆ Supply and install motorize roll-up window blind for the suites,
- ◆ Supply, install, test and commission of hydro electronic metering system for suites,
- ◆ Supply, install, test and commission of water and thermal metering system for suites including conduits, boxes, wires, equipment and all necessary accessories,
- ◆ Re-verification of Fire Alarm System (CAN/ULC-S536),
- ◆ Supply and install all in-suite wirings, terminations and faceplate for Tel/data /Cables T.V. system,
- ◆ Supply and install all wirings and terminations including backbone cables for telephone and T.V. system,
- ◆ Supply and install power supply and equipment for electric car charging system,
- ◆ Supply and install all-off switch at the entrance of each units,
- ◆ Rough-in empty conduits with pull strings for audio /video system,
- ◆ Supply and install lightning protection system,
- ◆ All electrical works for the retail units including power supply system and etc.,
- ◆ Supply of garbage bins and disposal charges.
- ◆ Any charges to local P.U.C.
- ◆ Hoisting and lifting of electrical equipment.
- ◆ Temporary services for construction,
- ◆ Re-lamping for temporary lighting,
- ◆ Supply and installation of emergency intercom system,
- ◆ Temporary cables for cranes and construction hoist to be supplied by others.
- ◆ Temporary flood lights for crane to be supplied by others,
- ◆ Supply and installation of all access panels for dry wall,
- ◆ H.S.T.

Separate Price (The Below price are not included in the above Price)

1. Installation of hydro electronic meters for suites, Total cost is \$48,260.00 + H.S.T. Please noted that electronic meters to be supplied, testing and commissioning by others,
2. Cash allowance for retail feeders, total cash allowance is \$150,000.00 + H.S.T.
3. **Cash allowance for retail emergency feeders, transfer switches (2), distribution panels, splitters and associated disconnect switches (see electrical drawing E-31D) \$120,000.00 + H.S.T.**

Notes

1. Aluminum conductors will be selected for all transformer windings, bussing in main switchboard, power panels and distribution panels,
2. Aluminum conductors will be selected for all cable feeders including incoming, main, sub-main and suite feeders,
3. Standard K1 rating of the step-down transformer to be selected,
4. Emergency bypass isolation switch at auto transfer switch only to be allowed for life safety emergency power system,

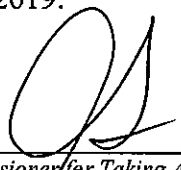
5. Two fire alarm signal circuits per floor without silence switch at each dwelling unit and isolators at the corridor for fire alarm signal system with our selected manufacturer.
6. In suite 120V smoke alarms or 120V combo CO/ SA detector will only be connected to the suite electrical panel, not the security key pad.
7. Minimum size of wiring for corridors and stairs to be #12 AWG,
8. Minimum size of conduits shall be 12mm diameter,
9. All the conduits shall be embedded inside the concrete slabs and structural walls, if service conduits system to be required for parking garage, extra cost to be required,
10. Unit rates for Purchaser upgrade to be provided later,
11. All wiring devices are residential grade (Decora),
12. All wiring installation as per Ontario electrical code,
13. Our unit hourly rate for the electrician is \$82.00 per hour,
14. The Mark-up charges for Change Order including overhead and profit shall be 15%
15. Working hours for our electrician on site is from 7:00am to 3:00pm, Monday to Friday, after the above working hours, overtime charge may be considered as an extra,

Yours truly,
Speedy Electrical Contractors Limited



Marco Bucci

This is Exhibit "B" referred to in the Affidavit of Marco Bucci sworn September 4, 2019.



Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS

Jeremy Sacks

Subject: Kingsclub - Extra for Revised SL Diagram and schedule 'C' (to Rev#7)
Attachments: Kingsclub Breakdown.pdf
Importance: High

From: Marco Bucci
Sent: May-29-15 12:29 PM
To: Joe Pietrangelo (joep@urbancorp.com) <joep@urbancorp.com>
Cc: Giorgio Cecatto (giorgioc@urbancorp.com) <giorgioc@urbancorp.com>; Maurizio Passero (mpassero@speedyelectric.ca) <mpassero@speedyelectric.ca>; Albert Passero (apassero@speedyelectric.ca) <apassero@speedyelectric.ca>; Domenic Passero <dpassero@speedyelectric.ca>
Subject: Kingsclub - Extra for Revised SL Diagram and schedule 'C' (to Rev#7)
Importance: High

Good afternoon Joe,

Please find our breakdown attached for revisions to the electrical scope of work up to rev #7 and schedule 'C'.

Feel free to contact me with any questions.

Thank you,

Marco Bucci | Senior Project Manager
SPEEDY ELECTRICAL CONTRACTORS LTD.

PH (888) 605-1525 toll free (905) 264-2344 ext. 233 FAX (905) 264-1158
114A Caster Avenue Woodbridge ON L4L 5Y9
mbucci@speedyelectric.ca



May-29-15

Breakdown Extra Cost For King Club (Form Our quote dated 19 Feb 2015 to Updated S.L. Diagram (Rev#7)

Extra for Emergency Power Generation System

Our Revised Quotation dated 19 Feb 2015

Supply and install emergency power generation system for East building including 1 set of 500KW 347/600V indoor type diesel generator set together with two (2) nos. of 3P auto transfer switches (1-400A life safety & 1-300A non-life safety, ASCO series 300 or equivalent) and emergency feeders	-\$	165,700.00
Supply and install emergency power generation system for West building including 1 set of 300KW 347/600V Indoor type diesel generator set together with two (2) nos. of 3P auto transfer switches (1-300A life safety & 1-100A non-life safety, ASCO series 300 or equivalent) and emergency feeders,		

Updated Drawing (REV#7)

i) Supply and install emergency power generation system for west building including two (2) parallel run of 300KW natural gas generator Sets together with two (2) nos. of 3P auto transfer switches (1- 200A & 1-600A)	\$	641,200.00
ii) Supply and install emergency power generation system for east building Including two (2) parallel run of 400KW natural gas generator Sets together with six (6) nos. of 3P auto transfer switches (3-400A & 3 -200A)		

Cost diff. between our quotation dated 19 Feb 15 and updated drawing (Rev#7) for Emergency Generator Power equipment \$ 475,500.00

Extra For distribution Equipment

Our revised quote for distribution Equipment dated 19 Feb 2015

Residential Distribution System

i) Supply and install high voltage system for residential building including one (1) 3000KVA 13.8KV -600/347V high voltage transformer and 3 bays of 13.8KV switchgears and associates high voltage cables	-\$	120,000.00
ii) Supply and install 3000A 347/600V 3P4W secondary services from residential high voltage transformer to main switchboard at A1 level main electrical room		
iii) Supply and install main distribution system for residential building including one set of 4000A 3P4W 600V main switchboard which located at A1 level main electrical room, power distribution panel, distribution panels & main feeders.	-\$	917,100.00

Retail Distribution System

i) Supply and install high voltage system for Retail units Including one (1) 3000KVA 13.8KV -600/347V high voltage transformer and 2 bays of 13.8KV switchgears and associates high voltage cables,		
ii) Supply and install main distribution system (RDP-61) for retail units including one (1) set of 4000A 3P4W 347/600V main switchboard located in retail electrical room	-\$	200,000.00
iii) Retail distribution system described above, allowance \$200,000.00		

Updated Drawings (REV#7) Single line diagrams

Residential Distribution System

i) Supply and install high voltage system for residential building including one (1) 3500KVA 13.8KV -600/347V high voltage transformer and 3 bays of 13.8KV switchgears and associates high voltage cables		
ii) Supply and install 4000A 347/600V 3P4W secondary services from residential high voltage transformer to main switchboard at A1 level main electrical room		

Retail Distribution System

i) Supply and install high voltage system for Retail units including one (1) 3500KVA 13.8KV -600/347V high voltage transformer and 2 bays of 13.8KV switchgears and associates high voltage cables,	\$	867,000.00
ii) Supply and install main distribution system (RDP-61) for retail units Including one (1) set of 4000A 3P4W 347/600V main switchboard located in retail electrical room		
iii) Supply and install additional emergency distribution panels for the extra ATs (RDPE62, RDPE64, RDPE63, DPE-61)		
iii) Supply and install additional associates Branch circuit panels and step down transformers		

Cost diff. between our quotation dated 19 Feb 15 and updated drawing (Rev#7) for distribution equipment \$ 229,900.00

Supply and install additional Emergency supply feeder feed from various emergency panels to additional ATs (1-600A, 2-400A & 1-200A emergency feeders) \$ 108,750.00

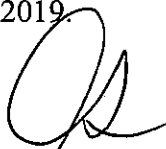
Supply and install additional normal supply feeders from Main switchboard or Normal power panel to additional above ATs (1-600A, 2-400A & 1-200A emergency feeders) \$ 38,200.00

Supply and install Retail feeders as per 'Schedule C 'indicated (1-1200A, 1-600A, 4-400A & 8-200A 600V) 3P3W \$ 562,436.00

Total Extra Cost \$ 1,414,786.00

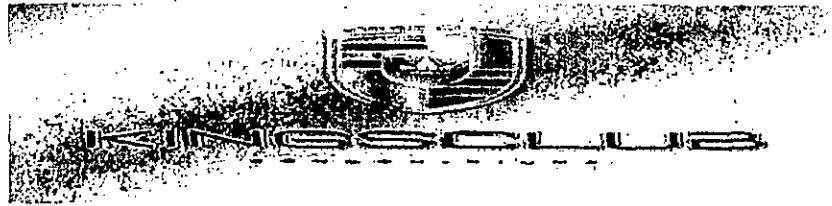
Overhead	10%	\$	141,478.60
Markup	10%	\$	155,626.46
Total Extra		\$	1,711,891.06

This is Exhibit "C" referred to in the Affidavit of Marco Bucci sworn September 4, 2019.



Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS



June 19th, 2015

LETTER OF INTENT

Speedy Electrical Contractors Inc.,
114A Caster Avenue,
Woodbridge, Ontario,
L4L 5Y9.

Via Email: mbucci@speedyelectric.ca

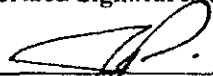
Attention: Mr. Marco Bucci

Project: Kings Club Development Inc. - 1100 King St. W.


Please accept this letter as confirmation to our intentions to enter into a formal contractual agreement with **Speedy Electrical Contractors Inc.** to supply all labour, material and secondary power equipment to complete the electrical work for the above project and referenced in the attached quote. Until at such time as a formal contract has been prepared and issued, please proceed with this letter of intention as notice of our agreement for a lump sum contract value of **\$6,750,000.00** excluding HST.

Please note that negotiated contract extras in the amount of **\$1,429,436.00** are still to be finalized and to be added to the above base contract amount.

Authorized Signatures of Acceptance:



Joe Pietrangelo, Vice President of Construction,
Kings Club Development Inc. - 1100 King St. W.
C/o Urbancorp

 Marco Bucci

Signature and Print Name
Speedy Electrical Contractors Inc.,

July 3, 2015

Dated

27 January 2015
Revised Feb 19, 2015

ELECTRICAL CONTRACTORS LIMITED

Urbancorp
1100 King Street West,
Toronto, Ontario
M6K 1E6

Attn: Tony Manocchio

Re: King Club – Electrical Price for Residential Buildings and Underground
Parking Garage

We are pleased to submit our electrical price for the above subject project to supply and install included all materials, labors, supervision, tools, equipment, transport, insurance, permits, inspection fee and etc to complete the electrical works as per below scope of works as prepared by Speedy. This project consists of (2) pour concrete structure buildings (building East -16 storey and building West – 7 storey) with total 508 nos. of various suites. There will be two (2) levels of retails space and four (4) levels of underground parking (2 levels for retail parking & 2 levels for residential parking), mechanical and generator room to be located on roof level mechanical Penthouse. Please note the design, material and workmanship for the below price are based on the standard condo design and specification. Detail of works as follow:

WORK INCLUDED

- ♦ Supply and install high voltage duct bank from property line to high voltage transformer vault at A1 level,
- ♦ Supply and install 3- 4" incoming ducts from property line to the main communication room at A1 level,
- ♦ Supply and install 2- 4" EMT pipes from main communication room at A1 level to RES level 01 of electrical closets, sleeves only to be allowed for floor penetrations in telecommunication riser,
- ♦ Residential Distribution system consisting of the following:
 - Supply and install high voltage system for residential buildings including one (1) 3000 KYA 13.8KV – 600/347V high voltage transformer and 3 bays of 13.8KV switchgears and associates high voltage cables,
 - Supply and install 3000A 347/600V 3P4W secondary services from residential high voltage transformer to the main switchboard at A1 level main electrical room,
 - Supply and install main distribution system for residential building including one (1) set of 4000A 3P4W 347/ 600V main switchboard which located at A1 level main electrical room, power distribution panel, distribution panels, main feeders.

- ♦ Retail Distribution system consisting of the following:
 - Supply and install high voltage system for retail buildings including one (1) 3000 KVA 13.8KV – 600/347V high voltage transformer and 2 bays of 13.8KV switchgears and associates high voltage cables,
 - Supply and install main distribution system (RDP-61) for retail building including one (1) set of 4000A 3P4W 347/ 600V main switchboard located in retail electrical room,
 - Retail distribution system described above, allowance to exceed \$200,000.00
- ♦ Supply and install sub-main distribution system including distribution panels, branch circuits distribution panels, breakers, fuses, loose disconnects and sub-main feeders,
- ♦ Supply and install branch wiring system for small lighting and power system for parking, amenity, common area including conduits, wires, boxes, devices and accessories,
- ♦ Supply and install suite power distribution system including cable risers, suite distribution panels, suite riser panels and step-down transformers,
- ♦ Supply and install electrical grounding for HV and MV system,
- ♦ Supply and install single stage addressable fire alarm system including one (1) fire alarm control panel, devices, verification, conduits, wires, boxes and accessories.
- ♦ Supply and install standard 120V smoke alarm for the dwelling units,
- ♦ Supply and install in-suite electrical installation including conduits, wires, boxes, suite load centers, electrical devices, 100A 1P3W suites feeders. Please note aluminum suite feeders will be selected, one (1) 15A 1P Arc fault breaker to be provided per suite and the minimum size of branch circuits wiring throughout the suite to be #14 AWG,
- ♦ Supply and install emergency power generation system for East building including 1 set of 500KW 347/600V indoor type diesel generator set together with two (2) nos. of 3P auto transfer switches (1-400A life safety & 1-300A non-life safety, ASCO series 300 or equivalent) and emergency feeders,
- ♦ Supply and install emergency power generation system for West building including 1 set of 300KW 347/600V indoor type diesel generator set together with two (2) nos. of 3P auto transfer switches (1-300A life safety & 1-100A non-life safety, ASCO series 300 or equivalent) and emergency feeders,
- ♦ Installation of light fixtures, light fixtures to be supplied by others,
- ♦ Supply and install occupancy sensors for the lighting control for underground parking and locker rooms including conduits, boxes, wires, occupancy sensors, please note 120V line voltage type occupancy sensors to be selected,
- ♦ Supply and install carbon monoxide monitor system at under- ground parking garage including conduits, boxes, wires, carbon monoxide sensors, main control panel, calibration and commissioning,
- ♦ Supply and install electrical pipe tracing as shown on electrical drawings,
- ♦ Supply and install power wiring and connection only to mechanical equipment,
- ♦ Rough-in empty conduits with pull string only for all thermostats, please note wiring only to be provided for line voltage type thermostat,

- ◆ Rough-in home run empty conduits with pull strings only for suites' telephone, cable TV system including conduits and all accessories, please note 1 - 1" home run conduits from communication box at each suite to electrical closet to be provided, also, all the communication boxes to be provided by communication provider and installed by Speedy,
- ◆ Rough-in empty conduits and boxes for Tri-sorter for garbage system,
- ◆ Rough-in empty conduits and boxes for all security system including CCTV, suite intrusion, card access, door opening, entry phone, elevator communication and garage doors system,
- ◆ Supply and install electrical snow melting system for ramp entrance, approx. covered area is 1050sf,
- ◆ Supply and install fire stopping as per code required to all electrical sleeves,
- ◆ Supply and install temporary lighting and power,
- ◆ Clean-up of our own garbage,
- ◆ Electrical inspection permit,

Total Cost for above work.....\$6,858,000.00 + H.S.T.

SEE APPENDIX 'A'

LESS 2a -637,100

ADD 1 475,500

ADD 3 108,750

ADD 4 38,200

ADD 6 118,000

6,961,350

WORK EXCLUDED

- ◆ Excavation, backfill, concrete work for duct bank and light standards,
- ◆ Supply, install and termination of incoming high voltage cables,
- ◆ Supply and install houses keeping concrete pads and floating concrete pad for all electrical equipment,
- ◆ All cash allowances,
- ◆ Bonding, please note bonding is available upon request,
- ◆ Supply, storage and handling of light fixtures,
- ◆ Supply and install dimming system for lighting control,
- ◆ Supply and install any dimming or home automation system for suites including conduits, wires, back-boxes, equipment and accessories,
- ◆ Mineral Insulated cables for emergency circuit or feeders (Standard cables embedded in concrete only for emergency feeders),
- ◆ Supply and install exhaust pipe stack with insulation, fuel oil pipe line, fuel oil storage tanks, fuel oil control system for emergency generator,
- ◆ Supply of any specialty equipment (saunas, steamers, supplement heating, exhaust fans etc.)
- ◆ Supply and install low voltage wiring and control for mechanical trade,
- ◆ Supply of thermostats, loose starters and motor control centers,
- ◆ Supply and install motorized doors and dampers,
- ◆ Supply and install any security systems (CCTV, panic, card access, suite intrusion, entry phone, garage doors systems and etc.),
- ◆ Supply and install elevator cabs communication System,
- ◆ Supply and install electrical soffit heating,
- ◆ Supply and install electrical floor warming for en-suites,

* NEGOTIATED CONTRACTED
 EXTRAS AS PER APPENDIX 'A'
 ITEMS 2b AND 5 FOR A
 TOTAL OF \$1,429,436 TO
 BE ADDED TO ABOVE BASE
 CONTRACT OF \$ 6,750,000

- ✦ Supply and install motorize roll-up window blind for the suites,
- ✦ Supply, install, test and commission of hydro electronic metering system for suites,
- ✦ Supply, install, test and commission of water and thermal metering system for suites including conduits, boxes, wires, equipment and all necessary accessories,
- ✦ Re-verification of Fire Alarm System (CAN/ULC-S536),
- ✦ Supply and install all in-suite wirings, terminations and faceplate for Tel/data /Cables T.V. system,
- ✦ Supply and install all wirings and terminations including backbone cables for telephone and T.V. system,
- ✦ Supply and install power supply and equipment for electric car charging system,
- ✦ Supply and install all-off switch at the entrance of each units,
- ✦ Rough-in empty conduits with pull strings for audio /video system,
- ✦ Supply and install lightning protection system,
- ✦ All electrical works for the retail units including power supply system and etc.,
- ✦ Supply of garbage bins and disposal charges.
- ✦ Any charges to local P.U.C.
- ✦ Hoisting and lifting of electrical equipment.
- ✦ Temporary services for construction,
- ✦ Re-lamping for temporary lighting,
- ✦ Supply and installation of emergency intercom system,
- ✦ Temporary cables for cranes and construction hoist to be supplied by others.
- ✦ Temporary flood lights for crane to be supplied by others,
- ✦ Supply and installation of all access panels for dry wall,
- ✦ H.S.T.

Separate Price (The Below price are not included in the above Price)

1. Installation of hydro electronic meters for suites, Total cost is \$48,260.00 + H.S.T. Please noted that electronic meters to be supplied, testing and commissioning by others,
2. Cash allowance for retail feeders, total cash allowance is \$150,000.00 + H.S.T.
3. Cash allowance for retail emergency feeders, transfer switches (2), distribution panels, splitters and associated disconnect switches (see electrical drawing E-31D) \$120,000.00 + H.S.T.

Notes

1. Aluminum conductors will be selected for all transformer windings, bussing in main switchboard, power panels and distribution panels,
2. Aluminum conductors will be selected for all cable feeders including incoming, main, sub-main and suite feeders,
3. Standard K1 rating of the step-down transformer to be selected,
4. Emergency bypass isolation switch at auto transfer switch only to be allowed for life safety emergency power system,

5. Two fire alarm signal circuits per floor without silence switch at each dwelling unit and isolators at the corridor for fire alarm signal system with our selected manufacturer.
6. In suite 120V smoke alarms or 120V combo CO/ SA detector will only be connected to the suite electrical panel, not the security key pad.
7. Minimum size of wiring for corridors and stairs to be #12 AWG,
8. Minimum size of conduits shall be 12mm diameter.
9. All the conduits shall be embedded inside the concrete slabs and structural walls, if service conduits system to be required for parking garage, extra cost to be required,
10. Unit rates for Purchaser upgrade to be provided later,
11. All wiring devices are residential grade (Decora),
12. All wiring installation as per Ontario electrical code,
13. Our unit hourly rate for the electrician is \$82.00 per hour,
14. The Mark-up charges for Change Order including overhead and profit shall be 15%
15. Working hours for our electrician on site is from 7:00am to 3:00pm, Monday to Friday, after the above working hours, overtime charge may be considered as an extra,

Yours truly,
Speedy Electrical Contractors Limited



Marco Bucci

APPENDIX 'A'

ELECTRICAL CONTRACTORS LIMITED

Nov-15-15

Revised Quotation (also Cost Est. King Club Form Out quote dated 28 Feb 2015 re Update 5.1. Diagram (Rev#7)

Extra for Emergency Power Generation System

Our Revised Quotation dated 28 Feb 2015

Supply and install emergency power generation system for East building including 1 set of 500KW 347/600V indoor type diesel generator set together with two (2) nos. of 3P auto transfer switches (1-400A life safety & 1-200A non-life safety, ASCO series 300 or equivalent) and emergency feeders.

Supply and install emergency power generation system for West building including 1 set of 300KW 347/600V indoor type diesel generator set together with two (2) nos. of 3P auto transfer switches (1-300A life safety & 1-100A non-life safety, ASCO series 300 or equivalent) and emergency feeders.

Updated Drawing (REV#7)

i) Supply and install emergency power generation system for West building including two (2) parallel run of 300KW natural gas generator sets together with two (2) nos. of 3P auto transfer switches (1-200A & 1-600A)

ii) Supply and install emergency power generation system for East building including two (2) parallel run of 400KW natural gas generator sets together with six (6) nos. of 3P auto transfer switches (3-400A & 3-200A)

\$ 441,200.00

Cost diff. between our quotation dated 19 Feb 15 and updated drawing (Rev#7) for Emergency Generator Power equipment

\$ 475,500.00

CONTRACT 1

Extra For Distribution Equipment

Our revised quote for Distribution Equipment dated 19 Feb 2015

Residential Distribution System

i) Supply and install high voltage system for residential building including one (1) 3000KVA 12.8KV -600/347V high voltage transformer and 3 bays of 12.8KV switchgear and associates high voltage cables.

ii) Supply and install 4000A 347/600V 3P4W secondary services from residential high voltage transformer to main switchboard at 41 level main electrical room.

iii) Supply and install main distribution system for residential building including one set of 4000A 3P4W 600V main switchboard which located at 41 level main electrical room, power distribution panel, distribution panel, S. main feeders

Retail Distribution System

i) Supply and install high voltage system for retail units including one (1) 3000KVA 12.8KV -600/347V high voltage transformer and 2 bays of 12.8KV switchgear and associates high voltage cables.

ii) Supply and install main distribution system (RDP-61) for retail units including one (1) set of 4000A 3P4W 347/600V main switchboard located in retail electrical room.

iii) Retail distribution system described above, allowance \$200,000.00

Updated Drawings (REV#7) Single line diagrams

Residential Distribution System

i) Supply and install high voltage system for residential building including one (1) 3000KVA 12.8KV -600/347V high voltage transformer and 3 bays of 12.8KV switchgear and associates high voltage cables.

ii) Supply and install 4000A 347/600V 3P4W secondary services from residential high voltage transformer to main switchboard at 41 level main electrical room.

Retail Distribution System

i) Supply and install high voltage system for retail units including one (1) 3000KVA 12.8KV -600/347V high voltage transformer and 2 bays of 12.8KV switchgear and associates high voltage cables.

ii) Supply and install main distribution system (RDP-61) for retail units including one (1) set of 4000A 3P4W 347/600V main switchboard located in retail electrical room.

iii) Supply and install additional emergency distribution panels for the extra ATSc (RDPE62, RDPE64, RDP163, DPE-61)

iv) Supply and install additional associates Branch circuit panels and step down transformers

\$ 367,000.00

Cost diff. between our quotation dated 19 Feb 15 and updated drawing (Rev#7) for distribution equipment

\$ 225,500.00

2.

-637,100

CONTRACT

EXTRA

CONTRACT 3.

Supply and install additional Emergency supply feeder feed from various emergency panels to additional ATSc (1-400A, 2-400A & 1-200A emergency feeders)

\$ 108,750.00

CONTRACT 4.

Supply and install additional normal supply feeders from main switchboard or normal power panel to additional above ATScs (1-600A, 2-400A & 1-200A emergency feeders)

\$ 38,200.00

EXT 5.

Supply and install Retail feeders as per Schedule C indicated (1-1200A, 1-800A, 4-400A & 8-200A 600V) 3P2W

\$ 502,436.00

Total Extra Cost

\$ 1,414,786.00

CONTRACT 6.

RAMP HEATING \$ 118,000.00

Overhead	10%	\$	141,478.60
Markup	10%	\$	155,626.46
Total Extra		\$	1,711,891.06

This is Exhibit "D" referred to in the Affidavit of Marco Bucci sworn September 4, 2019.



Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS

Stipulated Price Contract

Project: King Liberty North Corporation

Work: Electrical (16000)

Contractor: Speedy Electrical Contractors Ltd.

Date: July 2015

Contract: #00015037

Important: Please use the assigned contract number on all correspondence and invoices as they pertain to this contract. Please note that this is a requirement in order for any invoices to be processed for payment.

Standard Construction Document CCDC 2 - 1994

**Agreement Between Owner and Contractor
for use when a stipulated price is the basis of payment.**

This Agreement made on the 9th day of July, 2015

by and between

King Liberty North Corporation

hereinafter called the "*Owner*"

and

Speedy Electrical Contractors Ltd.

hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows:

Article A-1 The Work

The *Contractor* shall:

- 1.1 perform the *Work* required by the *Contract Documents* to supply all labour, material and secondary power equipment to complete the electrical work at the site located at 1100 King St. West, Toronto, Ontario which have been signed by the parties and for which United Engineering and Kasian Architecture is acting and is hereinafter called the "*Consultant(s)*" and
- 1.2 do and fulfill everything indicated by this Agreement, and
- 1.3 Commence the *Work* by the 1st day of July in the year 2015 and, subject to adjustment in Contract Time as provided for in the *Contract Documents* obtain Substantial Performance of the *Work* by the 1st day of February in the year 2018.

Standard Construction Document CCDC 2 - 1994

Article A-2 Agreements and Amendments

- 2.1 The *Contract* supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

Article A-3 Contract Documents

- 3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between Owner and Contractor
- Definitions
- The General Conditions of the Stipulated Price Contract
- Document list (Dated: September 30th, 2014) – 12 pages
- See Preliminary Draft Construction Schedule Attached (Dated: June 29th, 2015) – 6 pages
- Performance Requirements and System Specifications (Dated: June, 2015) – 15 pages
- Letter of Intent (Dated: June 19th, 2015) – 7 pages
- Schedule B - Features and Finishes List 2nd to 9th Floors Inclusive (Dated: October 15th, 2011) – 1 page
- Schedule B - Features and Finishes List 10th to 20th Floors Inclusive (Dated: October 15th, 2011) – 1 page

Standard Construction Document CCDC 2 - 1994

Article A-4 Contract Price

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Six Million Seven Hundred Fifty Thousand Dollars \$ 6,750,000.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

HST Eight Hundred Seventy Seven Thousand Five Hundred Dollars \$ 877,500.00

4.3 Total amount payable by the *Owner* to the *Contractor* for the performance of the *Work* is:

Seven Million Six Hundred Twenty Seven Thousand Five Hundred Dollars \$ 7,627,500.00

4.4 All amounts are in Canadian funds.

4.5 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.6 Please use the assigned Contract Number on all correspondence and invoices as it pertains to this contract. Please note that this is a requirement in order for the invoice to be processed for payment. This Contract number is: #00015037

4.7 **Important:** All invoices/monthly draws should be submitted to invoice@urbancorp.com

Standard Construction Document CCDC 2 - 1994

Article A-5 Payment

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of Ten percent (10 %), the *Owner* shall in Canadian funds:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payment, and
- .2 upon issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 - INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at *N/A* per annum above the bank rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The bank rate shall be the rate established by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to the chartered banks.
- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the amount of any claim settled pursuant to Part 8 of the General Conditions - DISPUTE RESOLUTION from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

Standard Construction Document CCDC 2 - 1994

Article A-6 Receipt of and Addresses for Notices

6.1 Notices in writing between the parties or between them and the *Consultant* shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand or by registered post; or if sent by regular post, to have been delivered within *5 working days* of the date of mailing when addressed as follows:

The *Owner* at

King Liberty North Corporation, 120 Lynn Williams St. Suite 2A, Toronto, ON M6k 3N6

The *Contractor* at

Speedy Electric, 114A Caster Avenue, Woodbridge, ON L4L 5Y9

The *Consultants* at

United Engineering, 3645 Keele Street, Ste. 105, Toronto, ON M3J 1M6

Kasian Architect, 85 Hanna Avenue, Toronto, Ontario, M6K 3S3

Article A-7 Language of the Contract

7.1 This Agreement is drawn in English at the request of all parties hereto.

Article A-8 Succession

8.1 The *Contract Documents* are to be read into and form part of this Agreement and the whole shall constitute the *Contract* between the parties, and subject to the law and the provisions of the *Contract Documents* shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

9. SIGNED AND DELIVERED
in the present of:

Owner: King Liberty North Corporation

Name

Alan Saskin, President

Name and title

Signature

Joe Pietrangelo, Vice President of
Construction

Name and title

witness

Signature

witness

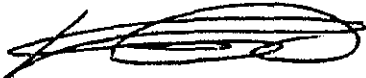
Contractor

Speedy Electrical Contractors Ltd.

Name

ALBERT PASSERO
PRESIDENT.

Name and title



Signature



witness

This Contractor has a clear understanding that all progress billings submitted as part of this agreement will contain the following particulars:

- Project Name
- Invoice and or billing Number
- Progress Billing Breakdown as an attachment
- Original invoice accompanied by site approval
- Contract Number: #00015037
- All invoices/monthly draws should be submitted to invoice@urbancorp.com

Contractor's Initials Required

Signature

name and title

Note: Failure to provide such particulars will result in delayed payment.

Standard Construction Document CCDC 2 - 1994

DEFINITIONS

The following Definitions shall apply to all Contract Documents.

1. **Contract**
The Contract is the undertaking by the parties to perform their respective duties, responsibilities, and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties.
2. **Contract Documents**
The Contract Documents consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.
3. **Owner**
The Owner is the person or entity identified as such in the Agreement. The term Owner means the Owner or the Owner's authorized agent or representative as designated to the Contractor in writing, but does not include the Consultant.
4. **Contractor**
The Contractor is the person or entity identified as such in the Agreement. The term Contractor means the Contractor or the Contractor's authorized representative as designated to the Owner in writing.
5. **Subcontractor**
A Subcontractor is a person or entity having a direct contract with the Contractor to perform a part or parts of the Work, or to supply Products worked to a special design for the Work.
6. **Supplier**
A Supplier is a person or entity having a direct contract with the Contractor to supply Products not worked to a special design for the Work.
7. **Consultant**
The Consultant is the person or entity identified as such in the Agreement. The Consultant is the Architect, the Engineer, or entity licensed to practice in the province or territory of the Place of the Work. The term Consultant means the Consultant or the Consultant's authorized representative.
8. **Project**
The Project means the total construction contemplated of which the Work may be the whole or a part.
9. **Work**
The Work means the total construction and related services required by the Contract Documents.
10. **Place of the Work**
The Place of the Work is the designated site or location of the Work identified in Article A-i of the Agreement-THE WORK.
11. **Product**
Product or Products means material, machinery, equipment, and fixtures forming the Work, but does not include machinery and equipment used to prepare, fabricate, convey, or erect the Work, which are referred to as construction machinery and equipment.
12. **Provide**
Provide means to supply and install.

Standard Construction Document CCDC 2 - 1994

13. **Contract Price**
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
14. **Contract Time**
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-i of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.
15. **Working Day**
Working Day means a day other than a Saturday, Sunday, or a holiday which is observed by the construction industry in the area of the *Place of the Work*.
16. **Supplemental Instruction**
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of specifications, drawings, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
17. **Change Order**
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.
18. **Change Directive**
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing a change in the *Work* within the general scope of the *Contract Documents*.
19. **Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax and any similar tax, the payment or collection of which is by the legislation imposing such tax an obligation of the *Contractor*.

Standard Construction Document CCDC 2 - 1994

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

CC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products*, and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 The specifications are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, and the services necessary for the performance of the *Work*. Reasonable substitutions & alternatives will be permitted. Updating of specifications not the responsibility of contractor.
- 1.1.7 The drawings are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location, and dimensions of the *Work*, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.1.8 Neither the organization of the specifications into divisions, sections, and parts nor the arrangement of drawings shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers* or in establishing the extent of the work to be performed by a trade.
- 1.1.9 If there is a conflict within *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between the *Owner* and the *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 1 of the specifications,
 - Divisions 2 through 16 of the specifications,
 - material and finishing schedules,
 - drawings.

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- .2 drawings of larger scale shall govern over those of smaller scale of the same date.
- .3 dimensions shown on drawings shall govern over dimensions scaled from drawings.
- .4 later dated documents shall govern over earlier documents of the same type.

1.1.10 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.

1.1.11 Specifications, drawings, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All specifications, drawings, and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These specifications, drawings, and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.

1.1.12 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

1.3.2 No action or failure to act by the *Owner*, *Consultant*, or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.

2.1.2 The duties, responsibilities, and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor*, and the *Consultant*.

2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*

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GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents* during construction until issuance of the final certificate for payment, and subject to GC 2.1 - AUTHORITY OF THE CONSULTANT and with the *Owner's* concurrence, from time to time until the completion of any Correction of defects as provided in paragraph 12.3.3 of GC 12.3 - WARRANTY.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT, and GC 5.7 - FINAL PAYMENT.
- 2.2.5 The *Consultant* will not be responsible for and will not have control, charge, or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations, or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of, or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.6 The *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents* and shall make findings as to the performance thereunder by both parties to the *Contract*, except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER. Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. When making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.7 Claims, disputes, and other matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, shall be referred initially to the *Consultant* by notice in writing given to the *Consultant* and to the other party for the *Consultant's* interpretation and finding which will be given by notice in writing to the parties within a reasonable time.
- 2.2.8 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed, or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.2.9 During the progress of the *Work* the *Consultant* will furnish *Supplemental instructions* to the

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Contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.

- 2.2.10 The *Consultant* will review and take appropriate action upon such *Contractor's* submittals as shop drawings, *Product* data, and samples, as provided in the *Contract Documents*.
- 2.2.11 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.12 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.13 All certificates issued by the *Consultant* shall be to the best of the *Consultant's* knowledge, information, and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.14 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe, and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections, or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notice of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notice of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections, or approvals before such special tests, inspections, or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly remove from the *Place of the Work* and replace or re-execute defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products, or damage through

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carelessness or other act or omission of the *Contractor*.

- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such removals or replacements at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

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PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*,
 - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 -INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to introduce and store their products and use their construction machinery and equipment to execute their work;
 - .2 co-ordinate and schedule the *Work* with the work of other contractors and *Owner's* own forces and connect as specified or shown in the *Contract Documents*;

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- .3 participate with other contractors and the *Owner* in reviewing their construction schedules when directed to do so; and
- .4 where part of the *Work* is affected by or depends upon for its proper execution the work of other contractors or *Owner's* own forces, promptly report to the *Consultant* in writing and prior to proceeding with that part of the *Work*, any apparent deficiencies in such work. Failure by the *Contractor* to report shall invalidate any claims against the *Owner* by reason of the deficiencies in the work of other contractors or *Owner's* own forces except those deficiencies not then reasonably discoverable.

3.2.4 Where a change in the *Work* is required as a result of the co-ordination and connection of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 - CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 - CHANGE DIRECTIVE.

3.2.5 Claims, disputes, and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY SUPPORTS, STRUCTURES, AND FACILITIES

3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of temporary supports, structures, and facilities and the design and execution of construction methods required in their use.

3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such temporary supports, structures, and facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.

3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraph 3.3.1, and paragraph 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for temporary supports, structures, and facilities or specify a method of construction in whole or in part, such facilities and methods shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency, or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information, and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency, or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

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GC 3.5 CONSTRUCTION SCHEDULE**3.5.1** The *Contractor* shall:

- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
- .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
- .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 CONSTRUCTION SAFETY

3.6.1 Subject to paragraph 3.2.2.2 of GC 3.2 -CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations, and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the *Work*.

GC 3.7 SUPERVISOR

- 3.7.1 The *Contractor* shall employ a competent supervisor and necessary assistants who shall be in attendance at the *Place of the Work* while work is being performed. The supervisor shall not be changed except for valid reason.
- 3.7.2 The supervisor shall represent the *Contractor* at the *Place of the Work* and notices and instructions given to the supervisor by the *Consultant* shall be held to have been received by the *Contractor*.

GC 3.8 SUBCONTRACTORS AND SUPPLIERS

- 3.8.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
 - .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
 - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
 - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers*, and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.8.2 The *Contractor* shall indicate in writing, at the request of the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so

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identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

- 3.8.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.8.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.
- 3.8.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to whom the *Contractor* may reasonably object.
- 3.8.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.9 LABOUR AND PRODUCTS

- 3.9.1 The *Contractor* shall provide and pay for labour, *Products*, tools, construction machinery and equipment, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.9.2 *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.9.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.10 DOCUMENTS AT THE SITE

- 3.10.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.11 SHOP DRAWINGS

- 3.11.1 Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product*, and other data which the *Contractor* provides to illustrate details of a portion of the *Work*.
- 3.11.2 The *Contractor* shall provide shop drawings as described in the *Contract Documents* or as the *Consultant* may reasonably request.
- 3.11.3 The *Contractor* shall review all shop drawings prior to submission to the *Consultant*. The *Contractor* represents by this review that: the *Contractor* has determined and verified all field measurements and field construction conditions, or will do so; *Product* requirements; catalogue numbers; and similar data and that the *Contractor* has checked and co-ordinated each shop drawing with the requirements of the *Work* and of the *Contract Documents*. The *Contractor* shall confirm this review of each shop drawing by stamp, date, and signature of the person responsible. At the time of submission the *Contractor* shall notify the *Consultant* in writing of any deviations in the shop drawings from the requirements of the *Contract Documents*.
- 3.11.4 The *Contractor* shall submit shop drawings to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors. Upon request of the *Contractor* or the *Consultant*, they jointly shall prepare a schedule of the dates

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for submission and return of shop drawings. Shop drawings which require approval of any legally

constituted authority having jurisdiction shall be submitted to such authority by the *Contractor* for approval.

- 3.11.5 The *Contractor* shall submit shop drawings in the form specified or as the *Consultant* may direct. The *Consultant* will review and return shop drawings in accordance with the schedule agreed upon, or otherwise with reasonable promptness so as to cause no delay. The *Consultant's* review is for conformity to the design concept and for general arrangement only. The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the shop drawings or for meeting all requirements of the *Contract Documents* unless the *Consultant* expressly notes the acceptance of a deviation on the shop drawings.
- 3.11.6 Upon the *Consultant's* request, the *Contractor* shall revise and resubmit shop drawings which the *Consultant* rejects as inconsistent with the *Contract Documents* unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the resubmission other than those requested by the *Consultant*.

GC 3.12 USE OF THE WORK

- 3.12.1 The *Contractor* shall confine construction machinery and equipment, storage of *Products*, and operations of employees to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Work* with *Products*.
- 3.12.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.13 CUTTING AND REMEDIAL WORK

- 3.13.1 The *Contractor* shall do the cutting and remedial work required to make the several parts of the *Work* come together properly.
- 3.13.2 The *Contractor* shall co-ordinate the *Work* to ensure that this requirement is kept to a minimum.
- 3.13.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 - CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 CHANGE DIRECTIVE.
- 3.13.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.14 CLEANUP

- 3.14.1 The *Contractor* shall maintain the *Work* in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.14.2 The *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Work* clean and suitable for occupancy by the *Owner* before attainment of Substantial Performance of the *Work*. The *Contractor* shall remove products, tools, construction machinery, and equipment not required for the performance of the remaining work.
- 3.14.3 Prior to application for the final certificate for payment, the *Contractor* shall remove products, tools, construction machinery and equipment, and waste products and debris, other than that resulting

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from the work of the Owner, other contractors or their employees.

PART 4 ALLOWANCES**GC 4.1 CASH ALLOWANCES**

- 4.1.1 The Contract Price includes cash allowances stated in the Contract Documents, which allowances shall be expended as the Owner directs through the Consultant.
- 4.1.2 Cash allowances cover the net cost to the Contractor of services, Products, construction machinery and equipment, freight, unloading, handling, storage, installation, and other authorized expenses incurred in performing the work stipulated under the cash allowances but do not include any *Value Added Taxes* payable by the Owner to the Contractor.
- 4.1.3 The *Contract Price*, and not the cash allowances, includes the Contractor's overhead and profit in connection with such cash allowances.
- 4.1.4 Where costs under a cash allowance exceed the amount of the allowance, the Contractor shall be compensated for any excess incurred and substantiated plus an amount for overhead and profit as set out in the *Contract Documents*.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the actual cost and each cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The Contractor and the Consultant shall jointly prepare a schedule that shows when the Consultant and Owner must authorize ordering of items called for under cash allowances to avoid delaying the progress of the Work.

PART 5 PAYMENT**GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

- 5.1.1 The Owner shall notify the Contractor in writing of any material change in the Owner's financial arrangements during the performance of the Contract.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT Application may be submitted monthly by the 25th day of each month. Payment will be made 45 days from the date of Application subject to due process/acceptance by the Owner/Owners Representative as the Work progresses.
- 5.2.2 Applications for payment shall be dated the last day of the agreed monthly payment period and the amount claimed shall be for the value, proportionate to the amount of the Contract, of work performed and Products delivered to the Place of the Work at that date.
- 5.2.3 The Contractor shall submit to the Consultant, at least 14 days before the first application for payment, a schedule of values for the parts of the Work, aggregating the total amount of the Contract Price, so as to facilitate evaluation of applications for payment.

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- 5.2.4 The schedule of values shall be made Out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.5 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.6 Claims for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 RELEASE OF HOLDBACK

- 5.3.1 When the *Contractor* considers that the *Work* is fully completed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall prepare and submit to the *Consultant* a comprehensive list of items to be completed or corrected and apply for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

GC 5.4 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 After the issuance of *final request for Release of Holdback*
- .1 submit a sworn statement that all accounts for labour, subcontracts, *Products*, construction machinery and equipment, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.4.2 After the receipt of an application for payment from the *Contractor* and the sworn statement as provided in paragraph 5.5.1. the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.4.3 Where the holdback amount has not been placed in a separate holdback account, the *Owner* shall, 10 days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.4.4 The holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice, or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

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GC 5.5 PROGRESSIVE RELEASE OF HOLDBACK

- 5.5.1 Where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.5.2 Notwithstanding the provisions of the preceding paragraph, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* is protected pending the issuance of a final certificate for payment and be responsible for the Correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.6 FINAL PAYMENT

- 5.6.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.6.2 The *Consultant* will, no later than 10 days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application. The *Consultant* will, no later than 7 days after reviewing the *Work*, notify the *Contractor* that the application is valid or give reasons why it is not valid.
- 5.6.3 When the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will issue a final certificate for payment.
- 5.6.4 Subject to the provision of paragraph 10.4.1 of GC 10.4- WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement -
PAYMENT.

GC 5.7 WITHHOLDING OF PAYMENT

- 5.7.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.8 NON-CONFORMING WORK

- 5.8.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

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PART 6 CHANGES IN THE WORK**GC 6.1 CHANGES**

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make changes in the *Work* consisting of additions, deletions, or other revisions to the *Work* by *Change Order* or *Change Directive*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide a notice describing the proposed change in the *Work* to the *Contractor*. The *Contractor* shall present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*, signed by *Owner* and *Contractor*. The value of the work performed as the result of a *Change Order* shall be included in applications for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*. The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of expenditures and savings to perform the work attributable to the change. If a change in the *Work* results in a net increase in the *Contract Price*, an allowance for overhead and profit shall be included.
- 6.3.3 If a change in the *Work* results in a net decrease in the *Contract Price*, the amount of the credit shall be the net cost, without deduction for overhead or profit. When both additions and deletions covering related work or substitutions are involved in a change in the *Work*, the allowance for overhead and profit shall be calculated on the basis of the net increase, if any, with respect to that change in the *Work*.
- 6.3.4 The *Contractor* shall keep and present, in such form as the *Consultant* may require, an itemized accounting of the cost of expenditures and savings referred to in paragraph 6.3.2 together with supporting data. The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of all of the following:
- .1 wages and benefits paid for labour in the direct employ of the *Contractor* under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the *Owner* and *Contractor*,

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- .2 salaries, wages, and benefits of the *Contractor's* office personnel engaged in a technical capacity and other personnel at shops or on the road, engaged in expediting the production or transportation of materials or equipment;
 - .3 contributions, assessments, or taxes incurred for such items as unemployment insurance, provincial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the *Contractor* and included in the cost of the work as provided in paragraphs 6.3.4.1 and 6.3.4.2;
 - .4 travel and subsistence expenses of the *Contractor's* personnel described in paragraphs 6.3.4.1 and 6.3.4.2;
 - .5 the cost of all *Products* including cost of transportation thereof;
 - .6 the cost of materials, supplies, equipment, temporary services and facilities, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .7 rental cost of all tools, machinery, and equipment, exclusive of hand tools, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery cost thereof;
 - .8 deposits lost;
 - .9 the amounts of all subcontracts;
 - .10 the cost of quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent license fees, and damages for infringement of patents and cost of defending Suits therefore subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred;
 - .16 the cost of removal and disposal of waste products and debris;
 - .17 cost incurred due to emergencies affecting the safety of persons or property;
- 6.3.5 Pending determination of the final amount of a *Change Directive*, the undisputed value of the work performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.6 If the *Owner* and *Contractor* do not agree on the proposed adjustment in the *Contract Time* or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.

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- 6.3.7 If at any time after the start of the work directed by a *Change Directive*, the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order* signed by *Owner* and *Contractor*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*;
- then the observing party shall notify the other party in writing before conditions are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* shall report the reasons for this finding to the *Owner* and the *Contractor* in writing.

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound), fire, unusual delay by common carriers or unavoidable casualties, or without limit to any of the foregoing, by a cause beyond the *Contractor's* control, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*.

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- 6.5.4 No extension shall be made for delay unless notice in writing of claim is given to the *Consultant* not later than 10 *Working Days* after the commencement of delay, providing however, that in the case of a continuing cause of delay only one notice of claim shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.9 of GC 2.2 - ROLE OF THE CONSULTANT, no claim for delay shall be allowed because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made and not then, unless the claim is reasonable.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, STOP THE WORK, OR TERMINATE THE CONTRACT

- 7.1.1 If the *Contractor* should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, by giving the *Contractor* or receiver or trustee in bankruptcy notice in writing, terminate the *Contract*.
- 7.1.2 If the *Contractor* should neglect to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, notify the *Contractor* in writing that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such notice.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or subsequently agreed upon, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products*; utilize the construction machinery and equipment; subject to the rights of third parties, finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense; and

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- .2 withhold further payment to the *Contractor* until a final certificate for payment is issued; and
- .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference; and
- .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.

7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction, and warranty of the work performed by the *Contractor* up to the time of termination shall continue in force after such termination.

GC 7.2 CONTRACTOR'S RIGHT TO STOP THE WORK OR TERMINATE THE CONTRACT

- 7.2.1 If the *Owner* should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, by giving the *Owner* or receiver or trustee in bankruptcy notice in writing, terminate the *Contract*.
- 7.2.2 If the *Work* should be stopped or otherwise delayed for a period of 30 days or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, by giving the *Owner* notice in writing, terminate the *Contract*.
- 7.2.3 The *Contractor* may notify the *Owner* in writing, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
 - .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* notice in writing to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the notice in writing, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, stop the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon

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Products and construction machinery and equipment, and such other damages as the Contractor

may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of

GC 8.2 - NEGOTIATION, MEDIATION, AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

- 8.1.3 If a dispute is not resolved promptly, the *Consultant* shall give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION, AND ARBITRATION

- 8.2.1 In accordance with the latest edition of the Rules for Mediation of CCDC 2 Construction Disputes, the parties shall appoint a Project Mediator
- .1 within 30 days after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 30 day period, within 15 days after either party by notice in writing requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a notice in writing of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a notice in writing of reply to the dispute within 10 *Working Days* after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information, and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's notice in writing of reply

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under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the latest edition of the Rules for Mediation of CCDC 2 Construction Disputes.

- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving notice in writing to both parties.
- 8.2.6 By giving a notice in writing to the other party, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the latest edition of the Rules for Arbitration of CCDC 2 Construction Disputes. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a notice is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.2.8 If neither party requires by notice in writing given within 10 *Working Days* of the date of notice requesting arbitration in paragraph 8.2.6 that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,
 whichever is earlier, and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the notices required under Part 8 of the General Conditions -DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1 .1 The *Contractor* shall protect *the Work* and *the Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;

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.2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.

9.1.2 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property, or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for the making good such damage at the *Contractor's* expense.

9.1.3 Should damage occur to the *Work* or *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1.- CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 DAMAGES AND MUTUAL RESPONSIBILITY

9.2.1 If either party to the *Contract* should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone for whom the other party is responsible in law, then that party shall be reimbursed by the other party for such damage. The reimbursing party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.

9.2.2 Claims for damage under paragraph 9.2.1 shall be made in writing to the party liable within reasonable time after the first observance of such damage and if undisputed shall be confirmed by *Change Order*. Disputed claims shall be resolved as set out in Part 8 of the General Conditions - DISPUTE RESOLUTION.

9.2.3 If the *Contractor* has caused damage to the work of another contractor on the *Project*, the *Contractor* agrees upon due notice to settle with the other contractor by negotiation or arbitration. If the other contractor makes a claim against the *Owner* on account of damage alleged to have been so sustained, the *Owner* shall notify the *Contractor* and may require the *Contractor* to defend the action at the *Contractor's* expense. The *Contractor* shall satisfy a final order or judgment against the *Owner* and pay the costs incurred by the *Owner* arising from such action.

9.2.4 If the *Contractor* becomes liable to pay or satisfy a final order, judgment, or award against the *Owner*, then the *Contractor*, upon undertaking to indemnify the *Owner* against any and all liability for costs, shall have the right to appeal in the name of the *Owner* such final order or judgment to any and all courts of competent jurisdiction.

GC 9.3 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

9.3.1 For the purposes of applicable environmental legislation, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.

9.3.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall

.1 take all reasonable steps to determine whether any toxic or hazardous substances or materials are present at the *Place of the Work*, and

.2 provide the *Consultant* and the *Contractor* with a written list of any such substances and materials.

9.3.3 The *Owner* shall take all reasonable steps to ensure that no person suffers injury, sickness, or

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death and that no property is injured or destroyed as a result of exposure to, or the presence of,

toxic or hazardous substances or materials which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.3.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with legal requirements, to dispose of, store or otherwise render harmless toxic or hazardous substances or materials which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.3.5 If the *Contractor*
- .1 encounters toxic or hazardous substances or materials at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances or materials are present at the *Place of the Work*, which were not disclosed by the *Owner*, as required under paragraph 9.3.2, or which were disclosed but have not been dealt with as required under paragraph 9.3.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person suffers injury, sickness, or death and that no property is injured or destroyed as a result of exposure to or the presence of the substances or materials, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.3.6 If the *Contractor* is delayed in performing the *Work* or incurs additional costs as a result of taking steps required under paragraph 9.3.5.3, the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the *Contractor* shall be reimbursed for reasonable costs incurred as a result of the delay and as a result of taking those steps.
- 9.3.7 Notwithstanding paragraphs 2.2.6 and 2.2.7 of GC 2.2 - ROLE OF THE CONSULTANT, or paragraph 8.1.1 of GC 8.1 - AUTHORITY OF THE CONSULTANT, the *Consultant* may select and rely upon the advice of an independent expert in a dispute under paragraph 9.3.6 and, in that case, the expert shall be deemed to have been jointly retained by the *Owner* and the *Contractor* and shall be jointly paid by them.
- 9.3.8 The *Owner* shall indemnify and hold harmless the *Contractor*, the *Consultant*, their agents and employees, from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or resulting from exposure to, or the presence of, toxic or hazardous substances or materials which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*. This obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity set out in GC 12.1 -INDEMNIFICATION or which otherwise exist respecting a person or party described in this paragraph.
- 9.3.9 GC 9.3 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS shall govern over the provisions of paragraph 1.3.1 of GC 1.3 - RIGHTS AND REMEDIES or GC 9.2 - DAMAGES AND MUTUAL RESPONSIBILITY.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing

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except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4

of the Agreement - CONTRACT PRICE.

- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for the building permit, permanent easements, and rights of servitude. The *Contractor* shall be responsible for permits, licenses, or certificates necessary for the performance of the *Work* which were in force at the date of bid closing.
- 10.2.3 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.4 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the date of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall notify the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.5 If the *Contractor* fails to notify the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.4; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses, and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan, or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, *Substantial Performance of the Work*, and the issuance of the final certificate for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall

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provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE — BONDS

GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain, and pay for the insurance coverages specified in GC 11.1 - INSURANCE. Unless otherwise stipulated, the duration of each insurance policy shall be from the date of commencement of the *Work* until the date of the final certificate for payment. Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements.

.1 General Liability Insurance:

General liability insurance shall be in the joint names of the *Contractor*, the *Owner*, and the *Consultant*, with limits of not less than \$2,000,000 per occurrence and with a property damage deductible not exceeding \$2,500. The insurance coverage shall not be less than the insurance required by IBC Form 2100, or its equivalent replacement, provided that IBC Form 2100 shall contain the latest edition of the relevant CCDC endorsement form. To achieve the desired limit, umbrella, or excess liability insurance may be used. All liability coverage shall be maintained for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*. Where the *Contractor* maintains a single, blanket policy, the addition of the *Owner* and the *Consultant* is limited to liability arising out of the *Project* and all operations necessary or incidental thereto. The policy shall be endorsed to provide the *Owner* with not less than 30 days notice in writing in advance of any cancellation, and of change or amendment restricting coverage.

.2 Automobile Liability Insurance:

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all licensed vehicles owned or leased by the *Contractor*, and endorsed to provide the *Owner* with not less than 15 days notice in writing in advance of any cancellation, change or amendment restricting coverage. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.

.3 Aircraft and Watercraft Liability Insurance:

Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft if used directly or indirectly in the performance of the *Work*, including use of additional premises, shall be subject to limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and limits of not less than \$2,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*. The policies shall be endorsed to provide the *Owner* with not less than 15 days notice in writing in advance of cancellation, change, or amendment restricting coverage.

.4 Property and Boiler and Machinery Insurance:

- (1) "All risks" property insurance shall be in the joint names of the *Contractor*, the *Owner*, and the *Consultant*, insuring not less than the sum of the amount of the *Contract Price* and the full value, as stated in the Supplementary Conditions, of *Products* that are

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specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible

not exceeding \$2,500. The insurance coverage shall not be less than the insurance required by IBC Form 4042 or its equivalent replacement, provided that IBC Form 4042 shall contain the latest edition of the relevant CCDC endorsement form. The coverage shall be maintained continuously until 10 days after the date of the final certificate for payment.

- (2) Boiler and machinery insurance shall be in the joint names of the *Contractor*, the *Owner*, and the *Consultant* for not less than the replacement value of the boilers, pressure vessels, and other insurable objects forming part of the *Work*. The insurance provided shall not be less than the insurance provided by the "Comprehensive Boiler and Machinery Form" and shall be maintained continuously from commencement of use or operation of the property insured and until 10 days after the date of the final certificate for payment.
- (3) The policies shall allow for partial or total use or occupancy of the *Work*. If because of such use or occupancy the *Contractor* is unable to provide coverage, the *Contractor* shall notify the *Owner* in writing. Prior to such use or occupancy the *Owner* shall provide, maintain, and pay for property and boiler insurance insuring the full value of the *Work*, as in sub-paragraphs (1) and (2), including coverage for such use or occupancy and shall provide the *Contractor* with proof of such insurance. The *Contractor* shall refund to the *Owner* the unearned premiums applicable to the *Contractor's* policies upon termination of coverage.
- (4) The policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. The *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*.
- (5) The *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount at which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds and as provided in GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT and GC 5.3 - PROGRESS PAYMENT. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*.
- (6) In the case of loss or damage to the *Work* arising from the work of another contractor, or *Owner's* own forces, the *Owner*, in accordance with the *Owner's* obligations under paragraph 3.2.2.4 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, shall pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as provided in GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT and GC 5.3 - PROGRESS PAYMENT.

.5 Contractors' Equipment Insurance:

"All risks" contractors' equipment insurance covering construction machinery and equipment used by the *Contractor* for the performance of the *Work*, including boiler insurance on temporary boilers and pressure vessels, shall be in a form acceptable to the *Owner* and shall not allow

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subrogation claims by the insurer against the *Owner*. The policies shall be endorsed to provide

the *Owner* with not less than 15 days notice in writing in advance of cancellation, change, or amendment restricting coverage. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* agrees to waive the equipment insurance requirement.

- 11.1.2 The *Contractor* shall be responsible for deductible amounts under the policies except where such amounts may be excluded from the *Contractor's* responsibility by the terms of GC 9.1 - PROTECTION OF WORK AND PROPERTY and GC 9.2 - DAMAGES AND MUTUAL RESPONSIBILITY.
- 11.1.3 Where the full insurable value of the *Work* is substantially less than the *Contract Price*, the *Owner* may reduce the amount of insurance required or waive the course of construction insurance requirement.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

GC 11.2 BONDS

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any surety bonds required by the *Contract*.
- 11.2.2 Such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION — WAIVER WARRANTY

GC 12.1 INDEMNIFICATION

- 12.1.1 The *Contractor* shall indemnify and hold harmless the *Owner* and the *Consultant*, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings (hereinafter called "claims"), by third parties that arise out of, or are attributable to, the *Contractor's* performance of the *Contract* provided such claims are:
- .1 attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and
 - .2 caused by negligent acts or omissions of the *Contractor* or anyone for whose acts the *Contractor* may be liable, and
 - .3 made in writing within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work*, or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The *Owner* expressly waives the right to indemnity for claims other than those stated above.

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- 12.1.2 The obligation of the *Contractor* to indemnify hereunder shall be limited to \$2,000,000 per occurrence from *the commencement of the Work until Substantial Performance of the Work* and thereafter to an aggregate limit of \$2,000,000.
- 12.1.3 The *Owner* shall indemnify and hold harmless the *Contractor*, the *Contractor's* agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.4 GC 12.1 - INDEMNIFICATION shall govern over the provisions of paragraph 1.3.1 of GC 1.3 . RIGHTS AND REMEDIES or GC 9.2 - DAMAGES AND MUTUAL RESPONSIBILITY.

GC 12.2 WAIVER OF CLAIMS

12.2.1 Waiver of Claims by *Owner*

As of the date of the final certificate for payment, the *Owner* expressly waives and releases the *Contractor* from all claims against the *Contractor* including without limitation those that might arise from the negligence or breach of contract by the *Contractor* except one or more of the following:

- .1 those made in writing prior to the date of the final certificate for payment and still unsettled;
- .2 those arising from the provisions of GC 12.1 - INDEMNIFICATION or GC 12.3 - WARRANTY;
- .3 those arising from the provisions of paragraph 9.3.5 of GC 9.3 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS and those arising from the *Contractor* bringing or introducing any toxic or hazardous substances and materials to the *Place of the Work* after the *Contractor* commences the *Work*.

In the Common Law provinces GC 12.2.1.4 shall read as follows:

- .4 those made in writing within a period of 6 years from the date of *Substantial Performance of the Work*, as set out in the certificate of Substantial Performance of the Work, or within such shorter period as

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may be prescribed by any limitation statute of the province or territory of the *Place of the Work* and those arising from any liability of the *Contractor* for damages resulting from the *Contractor's performance* of the *Contract* with respect to substantial defects or deficiencies in the *Work* for which the *Contractor* is proven responsible.

As used herein "substantial defects or deficiencies" means those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*.

In the Province of Quebec GC 12.2.1.4 shall read as follows:

- .5 those arising under the provisions of Article 2118 of the Civil Code of Quebec.

12.2.2 Waiver of Claims by *Contractor*

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As of the date of the final certificate for payment, the *Contractor* expressly waives and releases the *Owner* from all claims against the *Owner* including without limitation those that might arise from the negligence or breach of contract by the *Owner* except:

- .1 those made in writing prior to the *Contractor's* application for final payment and still unsettled; and
- .2 those arising from the provisions of GC 9.3 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS or GC 10.3 - PATENT FEES.

12.2.3 GC 12.2 - WAIVER OF CLAIMS shall govern over the provisions of paragraph 1.3.1 of GC 1.3 - RIGHTS AND REMEDIES or GC 9.2 - DAMAGES AND MUTUAL RESPONSIBILITY.

GC 123 WARRANTY

- 12.3.1 The warranty period with regard to the Contract is one year from the date of *Substantial Performance of the Work or those periods specified in the Contract Documents* for certain portions of the *Work or Products*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 Except for the provisions of paragraph 12.3.6 and subject to paragraph 12.3.2, the *Contractor shall correct* promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the warranty periods specified in the *Contract Documents*
- 12.3.4 The *Owner*, through the *Consultant*, shall promptly give the *Contractor* notice in writing of observed defects and deficiencies that occur during the warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.3.
- 12.3.6 The *Contractor* shall be responsible for obtaining *Product warranties* in excess of one year on behalf of the *Owner* from the manufacturer. These *Product warranties* shall be issued by the manufacturer to the benefit of the *Owner*.

Standard Construction Document CCDC 2 - 1994**Canadian construction documents *committee***

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The Association of Consulting Engineers of Canada
The Canadian Construction Association
The Canadian Council of Professional Engineers
The Committee of Canadian Architectural Councils
Construction Specifications Canada

Committee policy and procedures are directed and approved by the constituent organizations.

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A02-419 - LEVEL RES A5 - PARTIAL FLOOR PLAN C
A02-420 - LEVEL RES A5 - PARTIAL FLOOR PLAN D
A02-421 - LEVEL RES A6 - PARTIAL FLOOR PLAN A
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A02-424 LEVEL RES A6 - PARTIAL FLOOR PLAN D
A02-425 LEVEL RES A7 - PARTIAL FLOOR PLAN A
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A02-427 LEVEL RES A7 - PARTIAL FLOOR PLAN C
A02-428 LEVEL RES A7 - PARTIAL FLOOR PLAN D
A02-429 LEVEL RES A8 - PARTIAL FLOOR PLAN A
A02-430 LEVEL RES A8 - PARTIAL FLOOR PLAN B
A02-431 LEVEL RES A8 - PARTIAL FLOOR PLAN C
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A02-433 LEVEL RES A9 - PARTIAL FLOOR PLAN A
A02-434 LEVEL RES A9 - PARTIAL FLOOR PLAN B
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A02-436 LEVEL RES A9 - PARTIAL FLOOR PLAN D
A02-437 LEVEL RES A10 - PARTIAL FLOOR PLAN A
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A02-439 LEVEL RES A10 - PARTIAL FLOOR PLAN C
A02-440 LEVEL RES A10 - PARTIAL FLOOR PLAN D
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A04-101 ELEVATION - SOUTH (1) RET A & RES 1 & 2
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A04-104 ELEVATION - NORTH (2) RET B & RES 3
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A04-201 ENLARGED ELEVATION - WEST (1) RET A
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A04-203 ENLARGED ELEVATION - SOUTH (1) RET A
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A04-207 ENLARGED ELEVATION - EAST (-) RET A
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A04-209 ENLARGED ELEVATION - SOUTH (1) RET B
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A05-06 BUILDING SECTIONS
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A05-08 BUILDING SECTIONS
A05-09 BUILDING SECTIONS
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A10-29 VERTICAL CIRCULATION - ELEVATOR 8 SECTIONS
A10-30 VERTICAL CIRCULATION - STAIR U
A10-30A VERTICAL CIRCULATION - STAIR V
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A17-155 CONSTRUCTION AREA (BY CATEGORY) - RES A6
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 A17-201 LEASABLE AREA P1

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E-1 - Site Plan Electrical
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 E-2B - Parking Level P4 Plan (Part 2) Electrical
 E-2C - Parking Level P4 Plan (Part 3) Electrical
 E-3A - Parking Level P3 Plan (Part 1) Electrical
 E-3B - Parking Level P3 Plan (Part 2) Electrical
 E-3C - Parking Level P3 Plan (Part 3) Electrical
 E-4A - Parking Level P2 Plan (Part 1) Electrical
 E-4B - Parking Level P2 Plan (Part 2) Electrical
 E-4C - Parking Level P2 Plan (Part 3) Electrical
 E-5A - P1 Level Plan (Part 1) Electrical
 E-5B - P4 Level Plan (Part 2) Electrical
 E-5C - P4 Level Plan (Part 3) Electrical
 E-6A - Retail B1 Level Plan (Part 1) Electrical
 E-6B - Retail B1 Level Plan (Part 2) Electrical
 E-6C - Retail B1 Level Plan (Part 3) Electrical
 E-7A - Retail A2 Level Plan (Part 1) Electrical
 E-7B - Retail A2 Level Plan (Part 2) Electrical
 E-7C - Retail A2 Level Plan (Part 3) Electrical
 E-8A - Retail B2 Level Plan (Part 1) Electrical
 E-8B - Retail B2 Level Plan (Part 2) Electrical
 E-8C - Retail B2 Level Plan (Part 3) Electrical
 E-9A - RES A1 & RES B Level Plan (Part 1) Electrical
 E-9B - RES A1 & RES B Level Plan (Part 2) Electrical
 E-9C - RES A1 & RES B Level Plan (Part 3) Electrical
 E-9D - RES A1 & RES B Level Plan (Part 4) Electrical
 E-10A - RES A2 & NON RES B1 Level Plan (Part 1) Electrical
 E-10B - RES A2 & NON RES B1 Level Plan (Part 2) Electrical
 E-10C - RES A2 & NON RES B1 Level Plan (Part 3) Electrical
 E-10D - RES A2 & NON RES B1 Level Plan (Part 4) Electrical
 E-11A - RES A3 Level Plan (Part 1) Electrical
 E-11B - RES A3 Level Plan (Part 2) Electrical
 E-11C - RES A3 Level Plan (Part 3) Electrical
 E-11D - RES A3 Level Plan (Part 4) Electrical
 E-12A - RES A3 & RES (Part 1) Electrical
 E-12B - RES A3 & RES B1 Level Plan (Part 2) Electrical
 E-12C - RES A3 & RES B1 Level Plan (Part 3) Electrical
 E-12D - RES A3 & RES B1 Level Plan (Part 4) Electrical
 E-13A - RES A4 & RES B1 Level Plan (Part 1) Electrical
 E-13B - RES A4 & RES B1 Level Plan (Part 2) Electrical
 E-13C - RES A4 & RES B1 Level Plan (Part 3) Electrical
 E-13D - RES A4 & RES B1 Level Plan (Part 4) Electrical
 E-14A - RES A5 & RES B2 Level Plan (Part 1) Electrical
 E-14B - RES A5 & RES B2 Level Plan (Part 2) Electrical
 E-14C - RES A5 & RES B2 Level Plan (Part 3) Electrical
 E-14D - RES A5 & RES B2 Level Plan (Part 4) Electrical
 E-15A - RES A6 & RES B3 Level Plan (Part 1) Electrical
 E-15B - RES A6 & RES B3 Level Plan (Part 2) Electrical
 E-15C - RES A6 & RES B3 Level Plan (Part 3) Electrical

E-15D - RES A6 & RES B3 Level Plan (Part 4) Electrical
E-16A - RES A7 & RES B4 Level Plan (Part 1) Electrical
E-16B - RES A7 & RES B4 Level Plan (Part 2) Electrical
E-16C - RES A7 & RES B4 Level Plan (Part 3) Electrical
E-16D - RES A7 & RES B4 Level Plan (Part 4) Electrical
E-17A - RES A8 & RES B5 Level Plan (Part 1) Electrical
E-17B - RES A8 & RES B5 Level Plan (Part 2) Electrical
E-17C - RES A8 & RES B5 Level Plan (Part 3) Electrical
E-17D - RES A8 & RES B5 Level Plan (Part 4) Electrical
E-18A - RES A9 & RES B6 Level Plan (Part 1) Electrical
E-18B - RES A9 & RES B6 Level Plan (Part 2) Electrical
E-18C - RES A9 & RES B6 Level Plan (Part 3) Electrical
E-18D - RES A9 & RES B6 Level Plan (Part 4) Electrical
E-19A - RES A10 & RES B7 Level Plan (Part 1) Electrical
E-19B - RES A10 & RES B7 Level Plan (Part 2) Electrical
E-20A - RES A11 & RES B8 Level Plan (Part 1) Electrical
E-20B - RES A11 & RES B8 Level Plan (Part 2) Electrical
E-21A - RES A12 & RES B Roof B Level Plan (Part 1) Electrical
E-21B - RES A12 & RES B Roof B Level Plan (Part 2) Electrical
E-22A - RES A13 & RES B9 Mech. Penthouse (Part 1) Electrical
E-22B - RES A13 & RES B9 Mech. Penthouse (Part 2) Electrical
E-23A - RES A14 Level Plan (Part 1) Electrical
E-23B - RES A14 Level Plan (Part 2) Electrical
E-24A - RES A15 & RES B Roof B Level Plan (Part 1) Electrical
E-24B - RES A15 & RES B Roof B Level Plan (Part 2) Electrical
E-25 - RES A16 Level Plan (Part 1) Electrical
E-26 - RES A17 Mech. Penthouse Level Plan Electrical
E-27 - RES A18 Roof Level Plan Electrical
E-28 - Details Electrical
E-29 - Risers Diagram Electrical
E-30 - Risers Diagram Electrical
E-31A - Distribution Diagram (Part 1) Electrical
E-31B - Distribution Diagram (Part 2) Electrical
E-32 - Panel Schedules Electrical
DRAWING LIST - MECHANICAL
M-1 - Site Plan
M-2 - Parking Level P4 Plan Fire Protection
M-2A - Parking Level P4 Plan (Part 1) Fire Protection
M-2B - Parking Level P4 Plan (Part 2) Fire Protection
M-2C - Parking Level P4 Plan (Part 3) Fire Protection
M-3 - Parking Level P3 Plan Fire Protection
M-3A - Parking Level P3 Plan (Part 1) Fire Protection
M-3B - Parking Level P3 Plan (Part 2) Fire Protection
M-3C - Parking Level P3 Plan (Part 3) Fire Protection
M-4 - Parking Level P2 Plan Fire Protection
M-4A - Parking Level P2 Plan (Part 1) Fire Protection
M-4B - Parking Level P2 Plan (Part 2) Fire Protection
M-4C - Parking Level P2 Plan (Part 3) Fire Protection
M-5 - Parking Level P1 Plan Fire Protection
M-5A - Parking Level P1 Plan (Part 1) Fire Protection
M-5B - Parking Level P1 Plan (Part 2) Fire Protection
M-5C - Parking Level P1 Plan (Part 3) Fire Protection
M-6 - Retail A1 Level Plan Fire Protection
M-6A - Retail A1 Level Plan (Part 1) Fire Protection
M-6B - Retail A1 Level Plan (Part 2) Fire Protection
M-6C - Retail A1 Level Plan (Part 3) Fire Protection
M-7 - Retail B1 Level Plan Fire Protection
M-7A - Retail B1 Level Plan (Part 1) Fire Protection

M-7B - Retail B1 Level Plan (Part 2) Fire Protection
M-7C - Retail B1 Level Plan (Part 3) Fire Protection
M-8 - Retail A2 Level Plan Fire Protection
M-8A - Retail A2 Level Plan (Part 1) Fire Protection
M-8B - Retail A2 Level Plan (Part 2) Fire Protection
M-8C - Retail A2 Level Plan (Part 3) Fire Protection
M-9 - Retail B2 Level Plan Fire Protection
M-9A - Retail B2 Level Plan (Part 1) Fire Protection
M-9B - Retail B2 Level Plan (Part 2) Fire Protection
M-9C - Retail B2 Level Plan (Part 3) Fire Protection
M-10 - RES A1 & RES B Level Plan Fire Protection
M-10A - RES A1 & RES B Level Plan (Part 1) Fire Protection
M-10B - RES A1 & RES B Level Plan (Part 2) Fire Protection
M-10C - RES A1 & RES B Level Plan (Part 3) Fire Protection
M-10D - RES A1 & RES B Level Plan (Part 4) Fire Protection
M-10E - RES A1 & RES B Level Plan (Part 5) Fire Protection
M-10F - RES A1 & RES B Level Plan (Part 6) Fire Protection
M-11 - RES A1 & RES B1 Level Plan Fire Protection
M-11A - RES A1 & RES B1 Level Plan (Part 1) Fire Protection
M-11B - RES A1 & RES B1 Level Plan (Part 2) Fire Protection
M-11C - RES A1 & RES B1 Level Plan (Part 3) Fire Protection
M-11D - RES A1 & RES B1 Level Plan (Part 4) Fire Protection
M-11E - RES A1 & RES B1 Level Plan (Part 5) Fire Protection
M-11F - RES A1 & RES B1 Level Plan (Part 6) Fire Protection
M-12 - Parking Level P4 Plan Mechanical
M-12A - Parking Level P4 Plan (Part 1) Mechanical
M-12B - Parking Level P4 Plan (Part 2) Mechanical
M-12C - Parking Level P4 Plan (Part 3) Mechanical
M-13 - Parking Level P3 Plan Mechanical
M-13A - Parking Level P3 Plan (Part 1) Mechanical
M-13B - Parking Level P3 Plan (Part 2) Mechanical
M-13C - Parking Level P3 Plan (Part 3) Mechanical
M-14 - Parking Level P2 Plan Mechanical
M-14A - Parking Level P2 Plan (Part 1) Mechanical
M-14B - Parking Level P2 Plan (Part 2) Mechanical
M-14C - Parking Level P2 Plan (Part 3) Mechanical
M-15 - Parking Level P1 Plan Mechanical
M-15A - Parking Level P1 Plan (Part 1) Mechanical
M-15B - Parking Level P1 Plan (Part 2) Mechanical
M-15C - Parking Level P1 Plan (Part 3) Mechanical
M-16 - Retail A1 Level Plan Mechanical
M-16A - Retail A1 Level Plan (Part 1) Mechanical
M-16B - Retail A1 Level Plan (Part 2) Mechanical
M-16C - Retail A1 Level Plan (Part 3) Mechanical
M-17 - Retail B1 Level Plan Mechanical
M-17A - Retail B1 Level Plan (Part 1) Mechanical
M-17B - Retail B1 Level Plan (Part 2) Mechanical
M-17C - Retail B1 Level Plan (Part 3) Mechanical
M-18 - Retail A2 Level Plan Mechanical
M-18A - Retail A2 Level Plan (Part 1) Mechanical
M-18B - Retail A2 Level Plan (Part 2) Mechanical
M-18C - Retail A2 Level Plan (Part 3) Mechanical
M-19 - Retail B2 Level Plan Mechanical
M-19A - Retail B2 Level Plan (Part 1) Mechanical
M-19B - Retail B2 Level Plan (Part 2) Mechanical
M-19C - Retail B2 Level Plan (Part 3) Mechanical
M-20 - RES A1 & RES B Level Plan Mechanical
M-20A - RES A1 & RES B Level Plan (Part 1) Mechanical

M-20B - RES A1 & RES B Level Plan (Part 2) Mechanical
M-20C - RES A1 & RES B Level Plan (Part 3) Mechanical
M-20D - RES A1 & RES B Level Plan (Part 4) Mechanical
M-20E - RES A1 & RES B Level Plan (Part 5) Mechanical
M-20F - RES A1 & RES B Level Plan (Part 6) Mechanical
M-21 - RES A2 & NONRES B1 Level Plan
M-21A - RES A2 & NONRES B1 Level Plan (Part 1) Mechanical
M-21B - RES A2 & NONRES B1 Level Plan (Part 2) Mechanical
M-21C - RES A2 & NONRES B1 Level Plan (Part 3) Mechanical
M-21D - RES A2 & NONRES B1 Level Plan (Part 4) Mechanical
M-21E - RES A2 & NONRES B1 Level Plan (Part 5) Mechanical
M-21F - RES A2 & NONRES B1 Level Plan (Part 6) Mechanical
M-22 - RES A3 Level Plan
M-22A - RES A3 Level Plan (Part 1) Mechanical
M-22B - RES A3 Level Plan (Part 2) Mechanical
M-22C - RES A3 Level Plan (Part 3) Mechanical
M-22D - RES A3 Level Plan (Part 4) Mechanical
M-22E - RES A3 Level Plan (Part 5) Mechanical
M-22F - RES A3 Level Plan (Part 6) Mechanical
M-23 - RES A4 & RES B1 Level Plan Mechanical
M-23A - RES A4 & RES B1 Level Plan (Part 1) Mechanical
M-23B - RES A4 & RES B1 Level Plan (Part 2) Mechanical
M-23C - RES A4 & RES B1 Level Plan (Part 3) Mechanical
M-23D - RES A4 & RES B1 Level Plan (Part 4) Mechanical
M-23E - RES A4 & RES B1 Level Plan (Part 5) Mechanical
M-23F - RES A4 & RES B1 Level Plan (Part 6) Mechanical
M-24 - RES A5 & RES B2 Level Plan Mechanical
M-24A - RES A5 & RES B2 Level Plan (Part 1) Mechanical
M-24B - RES A5 & RES B2 Level Plan (Part 2) Mechanical
M-24C - RES A5 & RES B2 Level Plan (Part 3) Mechanical
M-24D - RES A5 & RES B2 Level Plan (Part 4) Mechanical
M-24E - RES A5 & RES B2 Level Plan (Part 5) Mechanical
M-24F - RES A5 & RES B2 Level Plan (Part 6) Mechanical
M-25 - RES A6 & RES B3 Level Plan Mechanical
M-25A - RES A6 & RES B3 Level Plan (Part 1) Mechanical
M-25B - RES A6 & RES B3 Level Plan (Part 2) Mechanical
M-25C - RES A6 & RES B3 Level Plan (Part 3) Mechanical
M-25D - RES A6 & RES B3 Level Plan (Part 4) Mechanical
M-25E - RES A6 & RES B3 Level Plan (Part 5) Mechanical
M-25F - RES A6 & RES B3 Level Plan (Part 6) Mechanical
M-26 - RES A7 & RES B4 Level Plan Mechanical
M-26A - RES A7 & RES B4 Level Plan (Part 1) Mechanical
M-26B - RES A7 & RES B4 Level Plan (Part 2) Mechanical
M-26C - RES A7 & RES B4 Level Plan (Part 3) Mechanical
M-26D - RES A7 & RES B4 Level Plan (Part 4) Mechanical
M-26E - RES A7 & RES B4 Level Plan (Part 5) Mechanical
M-26F - RES A7 & RES B4 Level Plan (Part 6) Mechanical
M-27 - RES A8 & RES B5 Level Plan Mechanical
M-27A - RES A8 & RES B5 Level Plan (Part 1) Mechanical
M-27B - RES A8 & RES B5 Level Plan (Part 2) Mechanical
M-27C - RES A8 & RES B5 Level Plan (Part 3) Mechanical
M-27D - RES A8 & RES B5 Level Plan (Part 4) Mechanical
M-27E - RES A8 & RES B5 Level Plan (Part 5) Mechanical
M-27F - RES A8 & RES B5 Level Plan (Part 6) Mechanical
M-28 - RES A9 & RES B6 Level Plan Mechanical
M-28A - RES A9 & RES B6 Level Plan (Part 1) Mechanical
M-28B - RES A9 & RES B6 Level Plan (Part 2) Mechanical
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M-28D - RES A9 & RES B6 Level Plan (Part 4) Mechanical
M-28E - RES A9 & RES B6 Level Plan (Part 5) Mechanical
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M-29 - RES A10 & RES B7 Level Plan Mechanical
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M-29D - RES A10 & RES B7 Level Plan (Part 4) Mechanical
M-29E - RES A10 & RES B7 Level Plan (Part 5) Mechanical
M-29F - RES A10 & RES B7 Level Plan (Part 6) Mechanical
M-30 - RES A11 & RES B8 Level Plan Mechanical
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M-30B - RES A11 & RES B8 Level Plan (Part 2) Mechanical
M-30C - RES A11 & RES B8 Level Plan (Part 3) Mechanical
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M-31B - RES A12 Level Plan (Part 2) Mechanical
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LI	LN	Description	Duration	Start	Finish	Completion %
0	0	KINGSCLUB PROJECT	1050 d	Wed 7/23/13	Mon 8/13/16	10%
1	1	1 RC5	33 d	Thu 7/31/14	Mon 9/15/14	97%
2	2	1.1 application to MOE	0 d	Thu 7/31/14	Thu 7/31/14	100%
3	3	1.2 acknowledgment	37 d	Fri 8/1/14	Mon 9/15/14	100%
4	4					
5	5	1.3 IFC drawings	0 d	Fri 8/1/14	Fri 8/1/14	100%
6	6		1 d	Thu 7/31/14	Thu 7/31/14	0%
7	7	2 CRANE ERECTION	73 d	Wed 7/23/14	Fri 10/31/14	96%
8	8					
9	9	2.1 Crane 2	18 d	Fri 7/25/14	Tue 8/19/14	89%
10	10	2.1.1 excavate	3 d	Fri 7/25/14	Tue 7/29/14	100%
11	11	2.1.2 lay rebar	2 d	Wed 7/30/14	Thu 7/31/14	100%
12	12	2.1.3 pour	1 d	Fri 8/1/14	Fri 8/1/14	100%
13	13	2.1.4 erect crane	2 d	Mon 8/4/14	Tue 8/5/14	100%
14	14		1 d	Wed 8/6/14	Wed 8/6/14	0%
15	15	2.2 Crane 1	35 d	Wed 7/23/14	Tue 9/9/14	100%
16	16	2.2.1 excavate	3 d	Wed 7/23/14	Fri 7/25/14	100%
17	17	2.2.2 lay rebar	2 d	Mon 7/28/14	Tue 7/29/14	100%
18	18	2.2.3 pour	1 d	Wed 7/30/14	Wed 7/30/14	100%
19	19	2.2.4 erect crane	2 d	Thu 7/31/14	Fri 8/1/14	100%
20	20					
21	21	2.3 Crane 3	13 d	Wed 10/15/14	Fri 10/31/14	100%
22	22	2.3.1 excavate	6 d	Wed 10/15/14	Wed 10/22/14	100%
23	23	2.3.2 lay rebar	1 d	Thu 10/23/14	Thu 10/23/14	100%
24	24	2.3.3 pour	1 d	Fri 10/24/14	Fri 10/24/14	100%
25	25	2.3.4 erect crane	2 d	Thu 10/30/14	Fri 10/31/14	100%
26	26					
27	27					
28	28	3 FORMING	575 d	Tue 9/2/14	Mon 11/16/16	34%
29	29					
30	30	3.1 Building B (Crane 1) Team 1	375 d	Tue 9/2/14	Mon 2/8/16	40%
31	31	3.1.1 P4 slab on grade - wall and columns	309 d	Tue 9/2/14	Fri 11/6/15	80%
32	32	3.1.1.1 P4 pour break 1	5 d	Tue 9/2/14	Mon 9/8/14	100%
33	33	3.1.1.2 P4 pour break 2	5 d	Tue 9/9/14	Mon 9/15/14	100%
34	34	3.1.1.3 P4 pour break 3	5 d	Tue 9/16/14	Mon 9/22/14	100%
35	35	3.1.1.4 P4 pour break 4	5 d	Tue 9/23/14	Mon 9/29/14	100%
36	36	3.1.1.5 P4 pour break 5 RAMP	5 d	Mon 10/13/14	Fri 10/17/14	50%
37	37	3.1.2 P3	294 d	Tue 9/30/14	Fri 12/11/15	70%
38	38	3.1.2.1 P3 pour break 1	5 d	Tue 9/30/14	Mon 10/6/14	100%
39	39	3.1.2.2 P3 pour break 2	5 d	Tue 10/7/14	Mon 10/13/14	100%
40	40	3.1.2.3 P3 pour break 3	5 d	Tue 10/14/14	Mon 10/20/14	100%
41	41	3.1.2.4 P3 pour break 4	5 d	Tue 10/21/14	Mon 10/27/14	100%
42	42	3.1.2.5 P3 pour break 5	5 d	Tue 10/28/14	Mon 11/3/14	100%
43	43	3.1.2.6 P3 pour break 6 RAMP	5 d	Mon 11/3/14	Fri 11/13/14	50%
44	44	3.1.3 P2 (crash wall)	274 d	Tue 11/4/14	Fri 11/20/15	90%
45	45	3.1.3.1 P2 pour break 1	5 d	Tue 11/4/14	Mon 11/10/14	100%
46	46	3.1.3.2 P2 pour break 2	5 d	Tue 11/11/14	Mon 11/17/14	100%
47	47	3.1.3.3 P2 pour break 3	5 d	Tue 11/18/14	Mon 11/24/14	100%
48	48	3.1.3.4 P2 pour break 4	5 d	Tue 11/25/14	Mon 12/1/14	100%
49	49	3.1.3.5 P2 pour break 5	5 d	Tue 12/2/14	Mon 12/8/14	100%
50	50	3.1.3.6 P2 pour break 6 RAMP	5 d	Mon 11/16/14	Fri 11/20/14	50%
51	51	3.1.4 P1 (crash wall)	254 d	Tue 12/9/14	Fri 11/27/15	49%
52	52	3.1.4.1 P1 pour break 1	5 d	Tue 12/9/14	Mon 12/15/14	100%
53	53	3.1.4.2 P1 pour break 2	5 d	Tue 12/16/14	Mon 12/22/14	100%
54	54	3.1.4.3 P1 pour break 3	5 d	Tue 12/23/14	Mon 12/29/14	100%
55	55	3.1.4.4 P1 pour break 4	5 d	Tue 12/30/14	Mon 1/5/15	100%
56	56	3.1.4.5 P1 pour break 5	5 d	Tue 1/6/15	Mon 1/12/15	100%
57	57	3.1.4.6 P1 pour break 6 RAMP	5 d	Mon 1/12/15	Fri 1/16/15	50%
58	58	3.1.5 A1	96 d	Tue 1/13/15	Tue 5/26/15	100%
59	59	3.1.5.1 Pour #2	5 d	Tue 1/13/15	Mon 1/19/15	100%
60	60	3.1.5.2 Pour #1	5 d	Wed 5/20/15	Tue 5/26/15	100%
61	61	3.1.6 RET B1	30 d	Wed 5/27/15	Tue 7/7/15	60%
62	62	3.1.6.1 Pour #1	5 d	Wed 5/27/15	Tue 6/2/15	100%
63	63	3.1.6.2 Pour #2	5 d	Wed 6/9/15	Tue 6/9/15	100%
64	64	3.1.6.3 Pour #5	5 d	Wed 6/10/15	Tue 6/16/15	63%
65	65	3.1.6.4 Pour #6	5 d	Wed 6/17/15	Tue 6/23/15	64%
66	66	3.1.6.5 Pour #7	5 d	Wed 6/24/15	Tue 6/30/15	65%
67	67	3.1.6.6 Pour #10	5 d	Wed 7/1/15	Tue 7/7/15	66%
68	68	3.1.7 RET D1 upper	10 d	Wed 7/8/15	Tue 7/14/15	0%
69	69	3.1.7.1 Pour #1a	5 d	Wed 7/8/15	Tue 7/14/15	67%
70	70	3.1.7.2 Pour #2a	5 d	Wed 7/15/15	Tue 7/21/15	69%
71	71	3.1.8 RET B2	30 d	Wed 7/22/15	Tue 9/1/15	0%
72	72	3.1.8.1 Pour #1	5 d	Wed 7/22/15	Tue 7/28/15	70%
73	73	3.1.8.2 Pour #2	5 d	Wed 7/29/15	Tue 8/4/15	72%
74	74	3.1.8.3 Pour #3	5 d	Wed 8/5/15	Tue 8/11/15	73%
75	75	3.1.8.4 Pour #4	5 d	Wed 8/12/15	Tue 8/18/15	74%
76	76	3.1.8.5 Pour #5	5 d	Wed 8/19/15	Tue 8/25/15	75%
77	77	3.1.8.6 Pour #6	5 d	Wed 8/26/15	Tue 9/1/15	76%
78	78	3.1.9 NON RES B3	15 d	Wed 9/2/15	Tue 9/22/15	77%
79	79	3.1.10 RES B1 (transfer slab)	30 d	Wed 9/23/15	Tue 11/3/15	78%
80	80	3.1.11 RES B2	5 d	Wed 11/4/15	Mon 11/16/15	79%
81	81	3.1.12 RES B3	9 d	Tue 11/17/15	Fri 11/27/15	80%
82	82	3.1.13 RES B4	7 d	Mon 11/30/15	Tue 12/8/15	81%
83	83	3.1.14 RES B5	7 d	Wed 12/9/15	Thu 12/17/15	82%
84	84	3.1.15 RES B6	7 d	Fri 12/18/15	Mon 12/28/15	83%
85	85	3.1.16 RES B7	7 d	Tue 12/29/15	Wed 1/6/16	84%
86	86	3.1.17 RES B8	5 d	Thu 1/7/16	Mon 1/18/16	85%
87	87	3.1.18 RES B9 Mech & PH (roof)	15 d	Tue 1/19/16	Mon 2/8/16	86%
88	88					
89	89	3.1.19 Buried Drains	59 d	Fri 10/3/14	Wed 12/24/14	86%
90	90					
91	91	3.1.20 I Railing R	7 d	Fri 10/3/14	Mon 10/13/14	100%

62	62	3.1.6.1 Pour #1	5 d	Wed 5/12/15	Tue 5/12/15	62	100%
63	63	3.1.6.2 Pour #2	5 d	Wed 6/9/15	Tue 6/9/15	63	100%
64	64	3.1.6.3 Pour #3	5 d	Wed 6/10/15	Tue 6/10/15	64	0%
65	65	3.1.6.4 Pour #6	5 d	Wed 6/17/15	Tue 6/15/15	64	0%
66	66	3.1.6.5 Pour #7	5 d	Wed 6/24/15	Tue 6/30/15	65	100%
67	67	3.1.6.6 Pour #10	5 d	Wed 7/1/15	Tue 7/1/15	65	0%
68	68	3.1.7 RET B1 upper	10 d	Wed 7/8/15	Tue 7/21/15	66	0%
69	69	3.1.7.1 Pour #1a	5 d	Wed 7/8/15	Tue 7/14/15	67	0%
70	70	3.1.7.2 Pour #2a	5 d	Wed 7/15/15	Tue 7/21/15	65	0%
71	71	3.1.8 RET B2	30 d	Wed 7/22/15	Tue 9/1/15	68	0%
72	72	3.1.8.1 Pour #1	5 d	Wed 7/22/15	Tue 7/28/15	70	0%
73	73	3.1.8.2 Pour #2	5 d	Wed 7/29/15	Tue 8/4/15	72	0%
74	74	3.1.8.3 Pour #3	5 d	Wed 8/5/15	Tue 9/1/15	73	0%
75	75	3.1.8.4 Pour #4	5 d	Wed 8/12/15	Tue 9/15/15	74	0%
76	76	3.1.8.5 Pour #5	5 d	Wed 8/19/15	Tue 8/25/15	75	0%
77	77	3.1.8.6 Pour #6	5 d	Wed 8/26/15	Tue 9/1/15	76	0%
78	78	3.1.9 NON RES B1	15 d	Wed 9/2/15	Tue 9/22/15	77	0%
79	79	3.1.10 RES B1 (transfer slab)	30 d	Wed 9/23/15	Tue 11/3/15	78	0%
80	80	3.1.11 RES B2	9 d	Wed 11/4/15	Mon 11/26/15	79	0%
81	81	3.1.12 RES B3	9 d	Tue 11/17/15	Fri 11/27/15	80	0%
82	82	3.1.13 RES B4	7 d	Mon 11/30/15	Tue 12/8/15	81	0%
83	83	3.1.14 RES B5	7 d	Wed 12/9/15	Thu 12/17/15	82	0%
84	84	3.1.15 RES B6	7 d	Fri 12/18/15	Mon 12/28/15	83	0%
85	85	3.1.16 RES B7	7 d	Tue 12/29/15	Wed 1/6/16	84	0%
86	86	3.1.17 RES B8	8 d	Thu 1/7/16	Mon 1/16/16	85	0%
87	87	3.1.18 RES B9 Mech & PH roof	15 d	Tue 1/19/16	Mon 2/5/16	86	0%
88	88						
89	89	3.1.19 Buried Drains	59 d	Fri 10/3/14	Wed 12/24/14	86%	
90	90						
91	91	3.1.19.1 Building B	7 d	Fri 10/3/14	Mon 10/13/14	100%	
92	92	3.1.19.2 Building A East	77 d	Tue 10/14/14	Wed 11/12/14	91	85%
93	93	3.1.19.3 Building A West	30 d	Thu 11/13/14	Wed 12/24/14	97	83%
94	94						
95	95	3.1.20 Environmental/Waterpollution Barrier	65 d	Wed 10/29/14	Tue 1/27/15	0%	
96	96						
97	97	3.1.20.1 West wall PA	13 d	Wed 10/29/14	Fri 11/14/14	0%	
98	98	3.1.20.2 West wall P3	13 d	Fri 11/14/14	Tue 12/2/14	0%	
99	99	3.1.20.3 West wall P2	13 d	Tue 12/2/14	Thu 12/18/14	0%	
100	100	3.1.20.4 Retail A1	13 d	Thu 12/18/14	Mon 1/5/15	0%	
101	101	3.1.20.5 Retail A2	13 d	Mon 1/5/15	Wed 1/21/15	0%	
102	102						
103	103	3.2 Building A East (Frame 1) Team 2	498 d	Tue 11/11/14	Thu 10/6/16	29%	
104	104						
105	105	3.2.1 Pa	264 d	Tue 11/11/14	Fri 11/13/15	92	50%
106	106	3.2.1.1 P4 pour break 6	10 d	Tue 11/11/14	Tue 11/25/14	100%	
107	107	3.2.1.2 P4 pour break 7 RAMP	5 d	Mon 11/2/15	Fri 11/6/15	757	0%
108	108	3.2.1.3 P4 pour break 8 RAMP	5 d	Mon 11/9/15	Fri 11/13/15	107	0%
109	109	3.2.2 P3	763 d	Wed 11/20/14	Fri 11/27/15	67%	
110	110	3.2.2.1 P3 pour break 7	5 d	Wed 11/26/14	Tue 12/2/14	106	100%
111	111	3.2.2.2 P3 pour break 10	5 d	Wed 12/3/14	Tue 12/9/14	110	100%
112	112	3.2.2.3 P3 pour break 8	5 d	Wed 12/10/14	Tue 12/16/14	111	100%
113	113	3.2.2.4 P3 pour break 11	5 d	Wed 12/17/14	Tue 12/23/14	112	100%
114	114	3.2.2.5 P3 pour break 9 RAMP	5 d	Mon 11/16/14	Fri 11/20/15	108	0%
115	115	3.2.2.6 P3 pour break 12 RAMP	5 d	Mon 11/23/14	Fri 11/27/15	114	0%
116	116	3.2.3 P2 (crash wall)	245 d	Mon 1/5/15	Fri 12/11/15	67%	
117	117	3.2.3.1 P2 pour break 7	5 d	Mon 1/5/15	Fri 1/9/15	113	100%
118	118	3.2.3.2 P2 pour break 10	5 d	Fri 1/16/15	Thu 1/22/15	117	100%
119	119	3.2.3.3 P2 pour break 8	5 d	Fri 1/23/15	Thu 1/29/15	115	100%
120	120	3.2.3.4 P2 pour break 11	5 d	Fri 1/30/15	Thu 2/5/15	118	100%
121	121	3.2.3.5 P2 pour break 9 RAMP	5 d	Mon 11/30/14	Fri 12/4/15	115	0%
122	122	3.2.3.6 P2 pour break 12 RAMP	5 d	Mon 12/7/15	Fri 12/11/15	123	0%
123	123	3.2.4 P1 (crash wall)	235 d	Fri 2/6/15	Thu 12/31/15	59%	
124	124	3.2.4.1 P1 pour break 7	5 d	Fri 2/6/15	Thu 2/12/15	120	100%
125	125	3.2.4.2 P1 pour break 10	5 d	Fri 2/13/15	Thu 2/19/15	124	100%
126	126	3.2.4.3 P1 pour break 8	5 d	Fri 2/20/15	Thu 2/26/15	125	100%
127	127	3.2.4.4 P1 pour break 11	5 d	Fri 2/27/15	Thu 3/5/15	126	100%
128	128	3.2.4.5 P1 pour break 9 RAMP	7 d	Mon 12/14/14	Tue 12/22/15	122	0%
129	129	3.2.4.6 P1 pour break 12 RAMP	7 d	Wed 12/23/14	Thu 12/31/15	128	0%
130	130	3.2.5 RET A1 (crash wall)	224 d	Mon 3/9/15	Thu 1/14/16	69%	
131	131	3.2.5.1 Pour #3	15 d	Mon 3/9/15	Fri 3/27/15	127	100%
132	132	3.2.5.2 Pour #4	10 d	Mon 3/30/15	Fri 4/10/15	131	100%
133	133	3.2.5.3 Pour #7	5 d	Mon 4/13/15	Fri 4/17/15	132	55%
134	134	3.2.5.4 Pour break 12 RAMP	10 d	Fri 1/1/16	Thu 1/14/16	125	0%
135	135	3.2.6 RET A2	194 d	Tue 5/19/15	Fri 2/12/16	20%	
136	136	3.2.6.1 Pour #1	7 d	Tue 5/19/15	Wed 5/27/15	133	40%
137	137	3.2.6.2 Pour #2	7 d	Thu 5/28/15	Fri 6/5/15	136	80%
138	138	3.2.6.3 Pour #8	7 d	Mon 6/8/15	Tue 6/16/15	137	0%
139	139	3.2.6.4 Pour #9 RAMP	8 d	Fri 1/15/16	Tue 1/26/16	134	0%
140	140	3.2.6.5 Pour #10 RAMP	6 d	Wed 1/27/16	Wed 2/3/16	135	0%
141	141	3.2.6.6 Pour #11 RAMP	7 d	Thu 2/4/16	Fri 2/12/16	140	0%
142	142	3.2.7 RES A1	22 d	Mon 2/15/16	Tue 3/15/16	0%	
143	143	3.2.7.1 Pour break 8	5 d	Mon 2/15/16	Fri 2/19/16	141	0%
144	144	3.2.7.2 Pour break 9	5 d	Mon 2/22/16	Fri 2/26/16	142	0%
145	145	3.2.7.3 Pour break 10	4 d	Mon 3/29/16	Thu 3/3/16	144	0%
146	146	3.2.7.4 Pour break 11	4 d	Fri 3/4/16	Wed 3/9/16	145	0%
147	147	3.2.7.5 Pour break 12	4 d	Thu 3/10/16	Tue 3/15/16	146	0%
148	148	3.2.8 RES A2	18 d	Wed 3/16/16	Fri 4/2/16	147	0%
149	149	3.2.9 RES A3	17 d	Mon 4/11/16	Tue 4/26/16	149	0%
150	150	3.2.10 RES A4	10 d	Wed 4/27/16	Tue 5/10/16	149	0%
151	151	3.2.11 RES A5	10 d	Wed 5/11/16	Tue 5/24/16	150	0%
152	152	3.2.12 RES A6	10 d	Wed 5/25/16	Tue 6/7/16	151	0%
153	153	3.2.13 RES A7	10 d	Wed 6/8/16	Tue 6/21/16	152	0%
154	154	3.2.14 RES A8	10 d	Wed 6/22/16	Tue 7/5/16	153	0%
155	155	3.2.15 RES A9	8 d	Wed 7/6/16	Fri 7/15/16	154	0%
156	156	3.2.16 RES A10	8 d	Mon 7/18/16	Wed 7/27/16	155	0%
157	157	3.2.17 RES A11	8 d	Thu 7/28/16	Mon 8/1/16	156	0%

124	124	3.1.1 P1 pour break 7	5 d	Fri 2/11/15	Thu 2/12/15	120	100%
125	125	3.1.2 P1 pour break 10	5 d	Fri 2/13/15	Thu 2/19/15	124	100%
126	126	3.1.3 P1 pour break 7	5 d	Fri 2/13/15	Thu 2/26/15	121	100%
127	127	3.1.4 P1 pour break 11	5 d	Fri 2/27/15	Thu 3/5/15	126	100%
128	128	3.1.4 P1 pour break 11 RAMP	7 d	Mon 12/14/14	Tue 12/22/14	122	0%
129	129	3.1.4 P1 pour break 11 RAMP	7 d	Wed 12/23/14	Thu 12/31/14	125	0%
130	130	3.2.5 RET A1 (crash wall)	224 d	Mon 3/9/15	Thu 1/16/16	69%	
131	131	3.2.5 1 Pour #5	15 d	Mon 3/9/15	Fri 3/27/15	127	100%
132	132	3.2.5 2 Pour #4	10 d	Mon 3/30/15	Fri 4/10/15	131	100%
133	133	3.2.5 3 Pour #7	5 d	Mon 4/13/15	Fri 4/17/15	127	55%
134	134	3.2.5 4 pour break 11 RAMP	10 d	Fri 1/1/16	Thu 1/16/16	12F	0%
135	135	3.2.6 RET A2	194 d	Tue 5/19/15	Fri 2/12/16	20%	
136	136	3.2.6.1 Pour #1	7 d	Tue 5/19/15	Wed 5/27/15	132	40%
137	137	3.2.6.2 Pour #2	7 d	Thu 5/28/15	Fri 6/5/15	136	80%
138	138	3.2.6.3 Pour #8	7 d	Mon 6/8/15	Tue 6/16/15	137	0%
139	139	3.2.6.4 Pour #9 RAMP	5 d	Fri 1/15/16	Tue 1/26/16	134	0%
140	140	3.2.6.5 Pour #10 RAMP	6 d	Wed 1/27/16	Wed 2/5/16	135	0%
141	141	3.2.6.6 Pour #11 RAMP	7 d	Thu 2/4/16	Fri 2/12/16	140	0%
142	142	3.2.7 RES A3	22 d	Mon 2/15/16	Tue 3/15/16	0%	
143	143	3.2.7.1 Pour break 6	5 d	Mon 2/15/16	Fri 2/19/16	141	0%
144	144	3.2.7.2 Pour break 9	5 d	Mon 2/22/16	Fri 2/26/16	143	0%
145	145	3.2.7.3 Pour break 10	4 d	Mon 2/29/16	Thu 3/3/16	144	0%
146	146	3.2.7.4 Pour break 11	4 d	Fri 3/4/16	Wed 3/9/16	145	0%
147	147	3.2.7.5 Pour break 12	4 d	Thu 3/10/16	Tue 3/15/16	146	0%
148	148	3.2.8 RES A2	16 d	Wed 3/16/16	Fri 4/8/16	147	0%
149	149	3.2.9 RES A3	12 d	Mon 4/11/16	Tue 4/26/16	148	0%
150	150	3.2.10 RES A4	10 d	Wed 4/27/16	Thu 5/10/16	149	0%
151	151	3.2.11 RES A5	10 d	Wed 5/11/16	Tue 5/24/16	150	0%
152	152	3.2.12 RES A6	10 d	Wed 5/25/16	Tue 6/7/16	151	0%
153	153	3.2.13 RES A7	10 d	Wed 6/8/16	Tue 6/21/16	152	0%
154	154	3.2.14 RES A8	10 d	Wed 6/22/16	Tue 7/5/16	153	0%
155	155	3.2.15 RES A9	8 d	Wed 7/6/16	Fri 7/15/16	154	0%
156	156	3.2.16 RES A10	8 d	Mon 7/18/16	Wed 7/27/16	155	0%
157	157	3.2.17 RES A11	8 d	Thu 7/28/16	Mon 8/8/16	156	0%
158	158	3.2.18 RES A12	6 d	Tue 8/9/16	Thu 8/18/16	157	0%
159	159	3.2.19 RES A13 (Mech PH & Roof)	12 d	Fri 8/19/16	Thu 8/25/16	158	0%
160	160	3.2.20 RES A15 (green roof)	20 d	Fri 9/9/16	Thu 10/6/16	159	0%
161	161						
162	162	3.3 Building A West (Crane 3) team 3	521 d	Mon 11/17/14	Mon 11/14/16	33%	
163	163						
164	164	3.3.1 P4	270 d	Mon 11/17/14	Fri 11/27/15	93	67%
165	165	3.3.1.1 P4 pour break 9	5 d	Mon 11/17/14	Fri 11/27/14	100%	
166	166	3.3.1.2 P4 pour break 10	5 d	Sat 11/22/14	Fri 11/26/14	100	100%
167	167	3.3.1.3 P4 pour break 11 RAMP	5 d	Mon 11/16/14	Fri 11/20/14	108	0%
168	168	3.3.1.4 P4 pour break 12	5 d	Mon 12/1/14	Fri 12/5/14	166	100%
169	169	3.3.1.5 P4 pour break 13	5 d	Mon 12/8/14	Mon 12/15/14	168	100%
170	170	3.3.1.6 P4 pour break 14 RAMP	5 d	Mon 11/23/14	Fri 11/27/14	167	0%
171	171	3.3.2 P3	245 d	Mon 3/5/15	Fri 11/13/15	71%	
172	172	3.3.2.1 P3 pour break 13	5 d	Mon 1/5/15	Fri 1/9/15	100%	
173	173	3.3.2.2 P3 pour break 17	5 d	Mon 1/12/15	Fri 1/16/15	172	100%
174	174	3.3.2.3 P3 pour break 18	5 d	Mon 1/19/15	Fri 1/23/15	173	100%
175	175	3.3.2.4 P3 pour break 19	5 d	Mon 1/26/15	Fri 1/30/15	174	85%
176	176	3.3.2.5 P3 pour break 15A	5 d	Mon 2/2/15	Fri 2/6/15	175	80%
177	177	3.3.2.6 P3 pour break 14	5 d	Mon 2/9/15	Fri 2/13/15	176	100%
178	178	3.3.2.7 P3 pour break 16 RAMP	5 d	Mon 11/30/14	Fri 12/4/14	170	0%
179	179	3.3.2.8 P3 pour break 20 RAMP	5 d	Mon 12/7/14	Fri 12/11/14	178	0%
180	180	3.3.3 P2 (crash wall)	225 d	Mon 2/16/15	Fri 12/25/15	177	73%
181	181	3.3.3.1 P2 pour break 13	5 d	Mon 2/16/15	Fri 2/20/15	177	100%
182	182	3.3.3.2 P2 pour break 17	5 d	Mon 2/23/15	Fri 2/27/15	181	100%
183	183	3.3.3.3 P2 pour break 18	5 d	Mon 3/2/15	Fri 3/6/15	182	100%
184	184	3.3.3.4 P2 pour break 19	5 d	Mon 3/9/15	Fri 3/13/15	183	85%
185	185	3.3.3.5 P2 pour break 15A	5 d	Mon 3/16/15	Fri 3/20/15	184	80%
186	186	3.3.3.6 P2 pour break 14	5 d	Mon 3/23/15	Fri 3/27/15	185	100%
187	187	3.3.3.7 P2 pour break 16 RAMP	5 d	Mon 12/14/14	Fri 12/18/14	179	0%
188	188	3.3.3.8 P2 pour break 20 RAMP	5 d	Mon 12/21/14	Fri 12/25/14	187	0%
189	189	3.3.4 P1 (crash wall)	255 d	Mon 2/2/15	Fri 1/22/16	56%	
190	190	3.3.4.1 P1 pour break 13	5 d	Mon 2/2/15	Fri 2/6/15	100%	
191	191	3.3.4.2 P1 pour break 17	5 d	Mon 2/9/15	Fri 2/13/15	190	100%
192	192	3.3.4.3 P1 pour break 18	5 d	Mon 2/16/15	Fri 2/20/15	191	100%
193	193	3.3.4.4 P1 pour break 19	5 d	Mon 2/23/15	Fri 2/27/15	192	85%
194	194	3.3.4.5 P1 pour break 15A	5 d	Mon 3/2/15	Fri 3/6/15	193	80%
195	195	3.3.4.6 P1 pour break 14	5 d	Mon 3/9/15	Fri 3/13/15	194	100%
196	196	3.3.4.7 P1 pour break 16 RAMP	10 d	Mon 12/28/14	Fri 1/8/15	188	0%
197	197	3.3.4.8 P1 pour break 20 RAMP	10 d	Mon 1/11/15	Fri 1/22/15	196	0%
198	198	3.3.5 Ret A1 (crash wall)	245 d	Mon 3/16/15	Fri 2/19/16	195	58%
199	199	3.3.5.1 Pour #5	5 d	Mon 3/16/15	Fri 3/20/15	195	100%
200	200	3.3.5.2 Pour #6	5 d	Mon 3/23/15	Fri 3/27/15	199	100%
201	201	3.3.5.3 Pour #8	5 d	Mon 3/30/15	Fri 4/3/15	200	100%
202	202	3.3.5.4 Pour #9	5 d	Mon 4/6/15	Fri 4/10/15	201	100%
203	203	3.3.5.5 Pour #10	5 d	Mon 4/13/15	Fri 4/17/15	202	90%
204	204	3.3.5.6 Pour #11	5 d	Mon 4/20/15	Fri 4/24/15	203	90%
205	205	3.3.5.7 Pour #13 RAMP	10 d	Mon 1/25/16	Fri 2/5/16	197	0%
206	206	3.3.5.8 Pour #14 RAMP	10 d	Mon 2/8/16	Fri 2/19/16	205	0%
207	207	3.3.6 Ret A1 upper (crash wall)	213 d	Wed 5/20/15	Fri 3/11/16	38%	
208	208	3.3.6.1 Pour #12	5 d	Wed 5/20/15	Tue 5/26/15	100%	
209	209	3.3.6.2 Pour #13	5 d	Wed 5/27/15	Tue 6/2/15	208	90%
210	210	3.3.6.3 Pour #14 RAMP	5 d	Mon 2/22/16	Fri 2/26/16	206	0%
211	211	3.3.6.4 Pour #15 RAMP	5 d	Mon 2/29/16	Fri 3/6/16	210	0%
212	212	3.3.6.5 Pour #16 RAMP	5 d	Mon 3/7/16	Fri 3/11/16	211	0%
213	213	3.3.7 RET A2 in site	213 d	Wed 6/3/15	Fri 3/25/16	10%	
214	214	3.3.7.1 Pour #3	7 d	Wed 6/3/15	Thu 6/11/15	205	65%
215	215	3.3.7.2 Pour #4	7 d	Fri 6/12/15	Mon 6/22/15	214	0%
216	216	3.3.7.3 Pour #5	7 d	Tue 6/23/15	Wed 7/1/15	215	0%
217	217	3.3.7.4 Pour #7	7 d	Thu 7/2/15	Fri 7/10/15	216	0%
218	218	3.3.7.5 Pour #8	7 d	Mon 7/13/15	Tue 7/21/15	217	0%

184	3.3.6 P1 pour break 12	5 d	Mon 3/27/15 Fri 3/27/15	153	85%
185	3.3.6 P1 pour break 15A	5 d	Mon 3/27/15 Fri 3/27/15	154	100%
186	3.3.6 P1 pour break 16	5 d	Mon 3/27/15 Fri 3/27/15	155	100%
187	3.3.6 P1 pour break 16 RAMP	5 d	Mon 3/27/15 Fri 3/27/15	156	0%
188	3.3.6 P1 pour break 16 RAMP	5 d	Mon 3/27/15 Fri 3/27/15	157	0%
189	3.3.4 P1 (crash wall)	255 d	Mon 2/2/15 Fri 1/22/16	56%	
190	3.3.4 P1 pour break 13	5 d	Mon 2/2/15 Fri 2/6/15	100%	
191	3.3.4 P1 pour break 17	5 d	Mon 2/2/15 Fri 2/6/15	100%	
192	3.3.4 P1 pour break 18	5 d	Mon 2/2/15 Fri 2/6/15	100%	
193	3.3.4 P1 pour break 19	5 d	Mon 2/2/15 Fri 2/6/15	100%	
194	3.3.4 P1 pour break 15A	5 d	Mon 2/2/15 Fri 2/6/15	100%	
195	3.3.4 P1 pour break 14	5 d	Mon 2/2/15 Fri 2/6/15	100%	
196	3.3.4 P1 pour break 16 RAMP	10 d	Mon 2/2/15 Fri 2/6/15	158	0%
197	3.3.4 P1 pour break 20 RAMP	10 d	Mon 2/2/15 Fri 2/6/15	196	0%
198	3.3.5 Ret A1 (crash wall)	245 d	Mon 3/16/15 Fri 2/19/16	195	58%
199	3.3.5.1 Pour #5	5 d	Mon 3/16/15 Fri 3/20/15	195	100%
200	3.3.5.2 Pour #6	5 d	Mon 3/23/15 Fri 3/27/15	199	100%
201	3.3.5.3 Pour #8	5 d	Mon 3/23/15 Fri 3/27/15	200	100%
202	3.3.5.4 Pour #9	5 d	Mon 4/6/15 Fri 4/20/15	201	100%
203	3.3.5.5 Pour #10	5 d	Mon 4/13/15 Fri 4/17/15	202	50%
204	3.3.5.6 Pour #11	5 d	Mon 4/20/15 Fri 4/24/15	203	60%
205	3.3.5.7 Pour #13 RAMP	10 d	Mon 3/23/15 Fri 2/5/16	197	0%
206	3.3.5.8 Pour #13 RAMP	10 d	Mon 2/26/15 Fri 2/19/16	205	0%
207	3.3.6 Ret A1 upper (crash wall)	213 d	Wed 5/20/15 Fri 3/13/16	38%	
208	3.3.6.1 Pour #12	5 d	Wed 5/20/15 Tue 5/26/15	100%	
209	3.3.6.2 Pour #13	5 d	Wed 5/27/15 Tue 6/2/15	208	90%
210	3.3.6.3 Pour #14 RAMP	5 d	Mon 7/27/15 Fri 2/26/16	206	0%
211	3.3.6.4 Pour #15 RAMP	5 d	Mon 7/29/15 Fri 3/6/16	210	0%
212	3.3.6.5 Pour #16 RAMP	5 d	Mon 5/7/15 Fri 3/21/16	211	0%
213	3.3.7 RET A2 in site	213 d	Wed 6/3/15 Fri 3/25/16	10%	
214	3.3.7.1 Pour #2	7 d	Wed 6/3/15 Thu 6/10/15	209	65%
215	3.3.7.2 Pour #4	7 d	Fri 6/12/15 Mon 6/22/15	214	0%
216	3.3.7.3 Pour #5	7 d	Tue 6/23/15 Wed 7/1/15	215	0%
217	3.3.7.4 Pour #7	7 d	Thu 7/2/15 Fri 7/10/15	218	0%
218	3.3.7.5 Pour #6	7 d	Mon 7/13/15 Tue 7/21/15	217	0%
219	3.3.7.6 Pour #12 RAMP	5 d	Mon 3/14/15 Fri 3/19/15	212	0%
220	3.3.7.7 Pour #13 RAMP	5 d	Mon 3/21/15 Fri 3/25/15	219	0%
221	3.3.8 RES A1	23 d	Mon 3/28/15 Wed 4/27/16	0%	
222	3.3.8.1 Pour #1	3 d	Mon 3/28/15 Wed 3/30/15	220	0%
223	3.3.8.2 Pour #2	3 d	Thu 3/31/15 Mon 4/6/16	222	0%
224	3.3.8.3 Pour #3	5 d	Tue 4/5/15 Mon 4/13/16	223	0%
225	3.3.8.4 Pour #4	3 d	Tue 4/12/15 Thu 4/14/16	224	0%
226	3.3.8.5 Pour #5	3 d	Fri 4/15/15 Tue 4/19/16	225	0%
227	3.3.8.6 Pour #6	3 d	Wed 4/20/15 Fri 4/22/16	226	0%
228	3.3.8.7 Pour #7	3 d	Mon 4/25/15 Wed 4/27/16	227	0%
229	3.3.9 RES A2	16 d	Thu 4/28/15 Mon 5/25/16	228	0%
230	3.3.10 RES A3	17 d	Tue 5/24/15 Wed 6/8/16	229	0%
231	3.3.11 RES A4	10 d	Thu 6/5/15 Wed 6/22/16	230	0%
232	3.3.12 RES A5	10 d	Thu 6/23/15 Wed 7/6/16	231	0%
233	3.3.13 RES A6	7 d	Thu 7/7/15 Fri 7/15/16	232	0%
234	3.3.14 A7	7 d	Mon 7/18/15 Tue 7/26/16	233	0%
235	3.3.15 A8	7 d	Wed 7/27/15 Thu 8/4/16	234	0%
236	3.3.16 A9	7 d	Fri 8/5/15 Mon 8/15/16	235	0%
237	3.3.17 A30	7 d	Tue 8/16/15 Wed 8/24/16	236	0%
238	3.3.18 A11	7 d	Thu 8/25/15 Fri 8/25/16	237	0%
239	3.3.19 A12	7 d	Mon 9/5/15 Tue 9/13/16	238	0%
240	3.3.20 A13	7 d	Wed 9/14/15 Thu 9/22/16	239	0%
241	3.3.21 A14	7 d	Fri 9/23/15 Mon 10/3/16	240	0%
242	3.3.22 A15	7 d	Tue 10/4/15 Wed 10/12/16	241	0%
243	3.3.23 A16	8 d	Thu 10/12/15 Mon 10/24/16	242	0%
244	3.3.24 A17 (Mech PH & Roof)	15 d	Tue 10/25/15 Mon 11/14/16	243	0%
245					
246	4 FORMING DEMOLITION & RENOVATION	31 d	Mon 4/13/15 Mon 5/25/15	0%	
247	4.1 DEMOLITION			0%	
248	4.2 DEMO - Elevator 7 & 10 - Crane 1	31 d	Mon 4/13/15 Mon 5/25/15	0%	
249	4.3 DEMO - Elevator 8 - Crane 3	31 d	Mon 4/13/15 Mon 5/25/15	0%	
250	4.4 RENOVATION	36 d	Tue 5/26/15 Tue 7/14/15	0%	
251	4.4.1 RENO-Elevator 7&10 - Crane 1	20 d	Tue 5/26/15 Mon 6/22/15	248	0%
252	4.4.2 RENO-Elevator 8 - Crane 3	20 d	Tue 5/26/15 Mon 6/22/15	249	0%
253					
254	5 RAMP REMOVAL	125 d	Mon 5/11/15 Fri 10/30/15	0%	
255	5.1 Access from Jefferson	5 d	Mon 5/11/15 Fri 5/15/15	0%	
256	5.2 Setting up the pump system	15 d	Mon 6/1/15 Fri 6/16/15	0%	
257	5.3 RAMP REMOVAL	95 d	Mon 6/22/15	256	0%
258	6 ELEVATORS	380 d	Tue 2/9/16 Mon 7/24/17	0%	
259					
260	6.1 Building B	180 d	Tue 2/9/16 Mon 10/17/16	87	0%
261	6.2 Building A East	180 d	Fri 10/9/16 Thu 6/15/17	160	0%
262	6.3 Building A West	180 d	Tue 11/15/16 Mon 7/24/17	244	0%
263					
264	7 EXTERIOR ENVELOPE	441 d	Mon 7/20/15 Mon 3/27/17	0%	
265	7.1 Building envelope drawings ready	10 d	Mon 7/20/15 Fri 7/31/15	0%	
266	7.2 Precast and Stone Veneer		Fri 5/27/16 Thu 2/9/17	0%	
267					0%
268					0%
269					0%
270	7.3 Windows		Tue 2/9/16 Mon 12/19/16	0%	
271					0%
272					0%
273					0%
274	8 RETAIL FIT OUT/MECH/ELEC		Mon 6/28/17	0%	
275	8.1 FLOOR ret 01 (Retail 9) (Bld 8)	383 d	Tue 3/15/16 Thu 8/31/17	0%	
276	8.1.1 Commercial Glazing	15 d	Tue 3/15/16 Mon 4/14/16	0%	
277	8.1.2 Building envelope and air barrier	5 d	Tue 3/23/16 Mon 6/7/16	290	0%
278	8.1.3 Major space plan partitioning and down	5 d	Mon 5/28/16 Fri 9/26/16	321	0%
279	8.1.4 Major mechanical and electrical	5 d	Fri 11/18/16 Tue 11/26/16	332	0%

231	236	3.3.16 A9	4	Mon 4/13/16	Mon 5/25/16	231	0%
232	237	3.3.17 A10	7	Tue 4/13/16	Wed 6/23/16	232	0%
233	238	3.3.18 A11	7	Tue 4/13/16	Fri 6/17/16	233	0%
234	239	3.3.19 A12	7	Mon 5/25/16	Tue 6/14/16	234	0%
240	240	3.3.20 A13	7	Wed 5/13/16	Thu 5/27/16	235	0%
241	241	3.3.21 A14	7	Fri 6/25/16	Mon 10/13/16	240	0%
242	242	3.3.22 A15	7	Tue 10/27/16	Wed 10/17/16	241	0%
243	243	3.3.23 A16	8	Thu 10/13/16	Mon 10/24/16	242	0%
244	244	3.3.24 A17 (Mech PH & Roof)	15	Tue 10/25/16	Mon 11/14/16	243	0%
245	245						
246	246						
247	247	4 FORMING DEMOLITION & RENOVATION	31	Mon 4/13/16	Mon 5/25/16		0%
248	248	4.1 DEMOLITION					0%
249	249	4.2 DEMO - Elevator 7 & 16 - Crane 1	31	Mon 4/13/16	Mon 5/25/16		0%
250	250	4.3 DEMO - Elevator 8 - Crane 3	31	Mon 4/13/16	Mon 5/25/16		0%
251	251	4.4 RENOVATION	36	Tue 5/26/16	Tue 7/24/16		0%
252	252	4.4.1 RENO-Elevator 7S-10 - Crane 1	20	Tue 5/26/16	Mon 6/27/16	240	0%
253	253	4.4.2 RENO-Elevator 8 - Crane 3	20	Tue 5/26/16	Mon 6/27/16	249	0%
254	254						
255	255	5 RAMP REMOVAL	125	Mon 5/11/16	Fri 10/30/16		0%
256	256	5.1 Access from Jefferson	5	Mon 5/11/16	Fri 5/15/16		0%
257	257	5.2 Setting up line pump system	15	Mon 6/1/16	Fri 6/19/16		0%
258	258	5.3 RAMP REMOVAL	95	Mon 6/2/16		256	0%
259	259	6 ELEVATORS	380	Tue 2/9/16	Mon 7/24/17		0%
260	260	6.1 Building D	150	Tue 2/9/16	Mon 10/17/16	87	0%
261	261	6.2 Building A East	180	Fri 10/7/16	Thu 6/15/17	160	0%
262	262	6.3 Building A West	160	Tue 11/16/16	Mon 7/24/17	244	0%
263	263						
264	264						
265	265	7 EXTERIOR ENVELOPE	441	Mon 7/20/16	Mon 8/27/17		0%
266	266	7.1 Building envelope drawings ready	10	Mon 7/20/16	Fri 7/31/16		0%
267	267	7.2 Precast and Stone Veneer		Fri 5/27/16	Thu 2/9/17		0%
268	268						0%
269	269						0%
270	270	7.3 Windows		Tue 2/9/16	Mon 12/19/16		0%
271	271						0%
272	272						0%
273	273						0%
274	274						0%
275	275	8 RETAIL FIT OUT/MECH/ELEC			Mon 8/28/17		0%
276	276	8.1 (FLOOR ret B1) (Retail 9) (Bld B)	383	Tue 3/15/16	Thu 8/31/17		0%
277	277	8.1.1 Commercial Glazing	15	Tue 3/15/16	Mon 4/6/16		0%
278	278	8.1.2 Building envelope and air barrier	5	Tue 3/2/16	Mon 8/8/16	330	0%
279	279	8.1.3 Major space plan partitioning and divion	5	Mon 9/26/16	Fri 9/30/16	331	0%
280	280	8.1.4 Major mechanical and Electrical	4	Fri 11/18/16	Tue 11/29/16	332	0%
281	281	8.1.5 Pre tenancy fit out	9	Fri 1/10/17	Wed 2/22/17	333	0%
282	282	8.1.6 Elevating devices	7	Thu 5/11/17	Fri 5/19/17	334	0%
283	283	8.1.7 Building Testing and Occupancy Inspection	7	Fri 7/28/17	Mon 7/31/17	335	0%
284	284	8.1.8 Turn over for tenant fit out	1	Thu 8/31/17	Thu 8/31/17	336	0%
285	285	8.2 (FLOOR ret B1 upper) (Retail 10) (Bld B)	373	Tue 4/5/16	Thu 9/7/17		0%
286	286	8.2.1 Commercial Glazing	10	Tue 4/5/16	Mon 4/18/16	276	0%
287	287	8.2.2 Building envelope and air barrier	5	Tue 8/9/16	Mon 8/15/16	277	0%
288	288	8.2.3 Major space plan partitioning and divion	5	Mon 10/5/16	Fri 10/7/16	278	0%
289	289	8.2.4 Major mechanical and Electrical	6	Wed 12/7/16		279	0%
290	290	8.2.5 Pre tenancy fit out	6	Thu 2/23/17	Thu 3/2/17	280	0%
291	291	8.2.6 Elevating devices	6	Mon 5/22/17	Mon 5/29/17	281	0%
292	292	8.2.7 Building Testing and Occupancy Inspection	2	Tue 8/1/17	Wed 8/2/17	282	0%
293	293	8.2.8 Turn over for tenant fit out	5	Fri 9/1/17	Thu 9/7/17	283	0%
294	294	8.3 (FLOOR ret B2) (Retail 11) (Bld B)	364	Tue 4/19/16	Fri 9/8/17		0%
295	295	8.3.1 Commercial Glazing	15	Tue 4/19/16	Mon 5/9/16	284	0%
296	296	8.3.2 Building envelope and air barrier	5	Tue 8/16/16	Mon 8/22/16	285	0%
297	297	8.3.3 Major space plan partitioning and divion	5	Mon 10/10/16	Fri 10/14/16	286	0%
298	298	8.3.4 Major mechanical and Electrical	5	Thu 12/8/16	Mon 12/19/16	287	0%
299	299	8.3.5 Pre tenancy fit out	9	Fri 3/3/17	Wed 3/15/17	288	0%
300	300	8.3.6 Elevating devices	7	Tue 5/30/17	Wed 6/7/17	289	0%
301	301	8.3.7 Building Testing and Occupancy Inspection	2	Thu 8/3/17	Fri 8/4/17	290	0%
302	302	8.3.8 Turn over for tenant fit out	1	Fri 9/8/17	Fri 9/8/17	291	0%
303	303	8.4 (FLOOR non res B1) (Retail 12) (Bld B)	350	Tue 5/10/16	Mon 9/11/17		0%
304	304	8.4.1 Commercial Glazing	15	Tue 5/10/16	Mon 5/30/16	294	0%
305	305	8.4.2 Building envelope and air barrier	6	Tue 8/23/16	Tue 8/30/16	295	0%
306	306	8.4.3 Major space plan partitioning and divion	6	Mon 10/17/16		296	0%
307	307	8.4.4 Major mechanical and Electrical	10	Tue 12/20/16	Mon 1/2/17	297	0%
308	308	8.4.5 Pre tenancy fit out	12	Thu 3/16/17	Fri 3/31/17	298	0%
309	309	8.4.6 Elevating devices	10	Thu 6/8/17	Wed 6/21/17	299	0%
310	310	8.4.7 Building Testing and Occupancy Inspection	2	Mon 8/7/17	Tue 8/8/17	300	0%
311	311	8.4.8 Turn over for tenant fit out	1	Mon 9/11/17	Mon 9/11/17	301	0%
312	312	8.5 (FLOOR ret A1) (Retail 13) (Bld A west + Bld A east)	332	Mon 6/6/16	Tue 9/12/17		0%
313	313	8.5.1 Commercial Glazing	0	Mon 6/6/16	Mon 6/6/16		0%
314	314	8.5.2 Building envelope and air barrier	7	Wed 8/3/16	Thu 9/8/16	304	0%
315	315	8.5.3 Major space plan partitioning and divion	9	Tue 10/25/16	Tue 11/1/16	305	0%
316	316	8.5.4 Major mechanical and Electrical	9	Tue 1/3/17	Thu 1/12/17	306	0%
317	317	8.5.5 Pre tenancy fit out	10	Mon 4/3/17	Fri 4/14/17	307	0%
318	318	8.5.6 Elevating devices	7	Thu 6/22/17	Fri 6/30/17	308	0%
319	319	8.5.7 Building Testing and Occupancy Inspection	12	Wed 8/9/17	Thu 8/24/17	309	0%
320	320	8.5.8 Turn over for tenant fit out	1	Tue 9/12/17	Tue 9/12/17	310	0%
321	321	8.6 (FLOOR ret A2) (Retail 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33) (Bld A west + Bld A east)	333	Mon 6/6/16	Wed 9/13/17		0%
322	322	8.6.1 Commercial Glazing	18	Mon 6/6/16	Wed 6/29/16	303	0%
323	323	8.6.2 Building envelope and air barrier	6	Fri 9/9/16	Fri 9/16/16	312	0%
324	324	8.6.3 Major space plan partitioning and divion	6	Wed 13/2/16	Wed 11/9/16	314	0%
325	325	8.6.4 Major mechanical and Electrical	10	Fri 1/3/17	Thu 1/26/17	315	0%
326	326	8.6.5 Pre tenancy fit out	11	Mon 4/17/17	Mon 5/1/17	316	0%
327	327	8.6.6 Elevating devices	10	Mon 7/13/17	Fri 7/14/17	317	0%
328	328	8.6.7 Building Testing and Occupancy Inspection	2	Fri 8/25/17	Mon 8/28/17	318	0%

297	297	5.5.4 Major mechanical and Electrical	2 d	Thu 11/16/16	Mon 12/14/16	288	0%
298	298	5.5.5 Pre tenancy fit out	2 d	Fri 11/17/16	Wed 12/15/16	289	0%
299	299	5.5.6 Elevating devices	7 d	Tue 5/30/17	Wed 6/7/17	290	0%
300	300	5.5.7 Building Testing and Occupancy Inspection	1 d	Thu 6/8/17	Fri 6/9/17	291	0%
301	301	5.5.8 Turn over for tenant fit out	1 d	Fri 9/8/17	Fri 9/8/17	292	0%
302	302	8.4 (FLOOR non res B1) (Retail 12) (Bld B)	350 d	Tue 5/10/16	Mon 5/11/17		0%
302	302	8.4.1 Commercial Glazing	15 d	Tue 5/10/16	Mon 5/30/16	294	1%
304	304	8.4.2 Building envelope and air barrier	6 d	Tue 8/23/16	Tue 8/30/16	295	0%
305	305	8.4.3 Major space plan partitioning and division	6 d	Mon 10/17/16	Mon 10/24/16	296	0%
306	306	5.4.4 Major mechanical and Electrical	20 d	Tue 12/20/16	Mon 1/2/17	297	0%
307	307	5.4.5 Pre tenancy fit out	12 d	Thu 3/16/17	Fri 3/23/17	298	0%
308	308	5.4.6 Elevating devices	10 d	Thu 6/8/17	Wed 6/15/17	299	0%
309	309	5.4.7 Building Testing and Occupancy Inspection	2 d	Mon 8/7/17	Tue 8/8/17	300	0%
310	310	5.4.8 Turn over for tenant fit out	1 d	Mon 9/11/17	Mon 9/11/17	301	0%
311	311	8.5 (FLOOR res A2) (Retail 1) (Bld A west + Bld A east)	332 d	Mon 6/6/16	Tue 9/12/17		0%
312	312	8.5.1 Commercial Glazing	0 d	Mon 6/6/16	Mon 6/6/16		0%
313	313	8.5.2 Building envelope and air barrier	7 d	Wed 8/31/16	Thu 9/8/16	304	0%
314	314	8.5.3 Major space plan partitioning and division	6 d	Tue 10/25/16	Tue 11/1/16	305	0%
315	315	8.5.4 Major mechanical and Electrical	8 d	Tue 1/2/17	Thu 1/12/17	306	0%
316	316	8.5.5 Pre tenancy fit out	10 d	Mon 4/3/17	Fri 4/14/17	307	0%
317	317	8.5.6 Elevating devices	7 d	Thu 6/22/17	Fri 6/30/17	308	0%
318	318	8.5.7 Building Testing and Occupancy Inspection	12 d	Wed 8/9/17	Thu 8/24/17	309	0%
319	319	8.5.8 Turn over for tenant fit out	1 d	Tue 9/12/17	Tue 9/12/17	310	0%
320	320	8.6 (FLOOR res A2) (Retail)	333 d	Mon 6/6/16	Wed 9/13/17		0%
321	321	8.6.1 Commercial Glazing	18 d	Mon 6/6/16	Wed 8/24/16	303	0%
322	322	8.6.2 Building envelope and air barrier	6 d	Fri 8/19/16	Fri 9/16/16	313	0%
323	323	8.6.3 Major space plan partitioning and division	6 d	Wed 11/2/16	Wed 11/9/16	314	0%
324	324	8.6.4 Major mechanical and Electrical	10 d	Fri 1/13/17	Thu 1/26/17	315	0%
325	325	8.6.5 Pre tenancy fit out	11 d	Mon 4/17/17	Mon 5/1/17	316	0%
326	326	8.6.6 Elevating devices	30 d	Mon 7/3/17	Fri 7/14/17	317	0%
327	327	8.6.7 Building Testing and Occupancy Inspection	2 d	Fri 8/25/17	Mon 8/28/17	318	0%
328	328	8.6.8 Turn over for tenant fit out	1 d	Wed 9/13/17	Wed 9/13/17	319	0%
329	329	8.7 (FLOOR res A1) (Retail daycare) (Bld A east + Bld 307 d)		Wed 7/13/16	Thu 9/14/17		0%
330	330	8.7.1 Commercial Glazing	14 d	Wed 7/13/16	Mon 8/17/16	321	0%
331	331	8.7.2 Building envelope and air barrier	5 d	Mon 9/19/16	Fri 9/23/16	322	0%
332	332	8.7.3 Major space plan partitioning and division	6 d	Thu 11/10/16	Thu 11/17/16	323	0%
333	333	8.7.4 Major mechanical and Electrical	10 d	Fri 1/27/17	Thu 2/9/17	324	0%
334	334	8.7.5 Pre tenancy fit out	7 d	Tue 5/2/17	Wed 5/10/17	325	0%
335	335	8.7.6 Elevating devices	9 d	Mon 7/17/17	Thu 7/27/17	326	0%
336	336	8.7.7 Building Testing and Occupancy Inspection	2 d	Tue 8/29/17	Wed 8/30/17	327	0%
337	337	8.7.8 Turn over for tenant fit out	1 d	Thu 9/14/17	Thu 9/14/17	328	0%
338	338						0%
339	339						0%
340	340						0%
341	341						0%
342	342						0%
343	343						0%
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348	348						0%
349	349						0%
350	350						0%
351	351						0%
352	352						0%
353	353						0%
354	354						0%
355	355	9.1.1 Bid B	330 d	Tue 11/29/16	Mon 2/5/18		0%
356	356	9.1.2 Bid A east	310 d	Tue 11/29/16	Mon 2/5/18		0%
357	357	9.1.3 Bid A west	310 d	Tue 11/29/16	Mon 2/5/18		0%
358	358						0%
359	359						0%



PERFORMANCE REQUIREMENTS AND SYSTEM SPECIFICATIONS

ACTIVITY NUMBER: 16000, 16050, 16100, 16200, 16300

ACTIVITY NAME: ELECTRICAL SCOPE, SITE SERVICING AND DISTRIBUTION, LIGHTING POWER AND SYSTEMS

DATE: JUNE 2015

PERFORMANCE REQUIREMENT:

For a period of two (2) years, the electrical distribution system will remain defect free and maintain its design capability in accordance with the prevailing electrical codes. Included in this coverage are fixtures, electrical openings (outlets, switches), service panels and meter raceways (excluding meter).

NON PERFORMANCE REMEDY:

For a warranted period of no less than ^{two (2)} ~~seven (7)~~ years it shall be the Contractors responsibility to make repairs or restitution for problems resulting from failure to meet the performance standards. Items found to be defective in either appearance or performance will be replaced at no charge to the owner.

SYSTEM SPECIFICATION AND SCOPE OF WORK:

LEED Scope:



Project is a LEED® Candidate

1. This project is a LEED® Silver Candidate, and as such, construction will be conducted using land, water, energy and material resources appropriately and efficiently while providing a safe, comfortable and productive indoor environment for building occupants in accordance with LEED® requirements.
2. This Trade Contractor shall work together with the LEED Consultant, all work to conform to the project LEED scorecard as prepared by **MMM Group Limited dated June 5, 2014**. These LEED requirements shall supersede the following Specification/ Scope of Works where applicable.
3. EQc4.1: Provide adhesives, sealants, and sealant primers with VOC quantities lower than stated in SCAQMD Rule #1168 (July 1, 2005) and Green Seal's Standard GS-36 (October 19, 2000).
4. EQc4.2: Provide primers, paints, sealers, coatings and wood finishes with VOC quantities lower than limits stated in Green Seal's Standards GC-03 (January 1997) and GS-11 (May 1993) and SCAQMD Rule #1113 (January 2004).
5. EQc4.4: Do not use laminate adhesives and composite wood containing added urea-formaldehyde resins

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ACTIVITY NUMBER: 16000, 16050, 16100, 16200, 16300

ACTIVITY NAME: ELECTRICAL SCOPE, SITE SERVICING AND DISTRIBUTION,
LIGHTING POWER AND SYSTEMS

DATE: JUNE, 2015

6. Provision of indoor air quality management requirements: Section 01 81 19 IAQ Requirements

General:

1. The following list must be part of the Trade Contractor's Scope of Work. However, this list is to be used as a minimum guide and does not alleviate this Trade Contractor of the responsibility to also carry out, in addition, any other work according to the current trade practices.
2. The Owner has a safety program in place for the site. All Trade Contractors/Suppliers shall fully co-operate with the Construction Manager to implement the site safety program and comply with requirements of Bill 208. All Trade Contractor will be responsible to see that all work is carried out in accordance with the Occupational Health and Safety Act and all applicable regulations pertaining thereto. All Trade Contractors/Suppliers are responsible for the safety of their employees, subcontractors, visitors and suppliers and must ensure that proper safety equipment and procedures are used at all times. Regular meetings regarding safe work procedures will be held on site for all workers and will be organized by the Construction Manager. The Trade Contractor/Supplier shall fully indemnify the Owner and Construction Manager for all costs, damages and pay any and all fines levied against the Owner or Construction Manager resulting from the Trade Contractors/Suppliers, his employees or his suppliers failing to; adhere to the Safety Requirements of all authorities having jurisdiction, or in relation to any accident which may take place. All Trade Contractors/Suppliers on this site will be required to have a written Health and Safety Policy according to the requirements of the Occupational Health and Safety Act. Contractors must provide to the Owner prior to starting on site a copy of their Health and Safety Policy, and to provide the Registration of Contractors and Employers Engaged in Construction completed form. All Trade Contractors will ensure that a qualified O.H.S.A. representative is on site at all times during work by contractor. All Trade Contractors are required to submit the following information regarding their Safety Program and accident experience. This documentation will include (1) Safety Policy and Program; (2) Outline of Safety Training (i.e. W.H.M.I.S.); (3) CAD-7 Experience Rating Summary.
3. This Trade Contractor will adhere to all O.H.S.A. directives and notices/reports issued by the Owner's Safety Representative.
4. The Owner and its appointed Safety Consultants reserves the right to stop all work immediately for failure to comply with the Ministry's Safety Guidelines and Regulations. Failure of this Contractor, or his employees, to comply immediately may result in the termination of this Agreement, and the Owner will have the right to hire another Contractor to complete the work and subsequently charge all costs incurred, for any damages, delays or losses incurred by the Contractor.
5. All work should be complete and functional in accordance with current building codes, local municipal requirements and in proper workmanship like manner as per the architectural drawings supplied.
6. All work is to be carried out in a sequence and program as directed by and in accordance with the Construction Schedule.

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7. All shipments / installations are to be checked and signed for by the Owner's representative as part of the monthly draw.
8. This Trade Contractor is responsible to load and unload materials. All deliveries and placement of materials are to be coordinated as per the Site Superintendent.
9. This Trade Contractor will be held to have examined the premises and have satisfied himself as to the existing conditions under which he shall be obliged to operate and point out any potential problems that will in any manner affect the work under this contract. No allowance will be made subsequently in this connection on behalf of this Trade Contractor for any error or negligence on his part.
10. All operations of this Trade Contractor, and its subcontractor or representatives shall be conducted with full consideration of all the proper rights of the owners and occupants of the adjacent premises and with the least inconvenience possible to them, and without any interference with or interruptions to the operations to the said owners or occupants. All work, including start-up of equipment, is to be performed during regular working hours as prescribed by City Municipal Code By-Laws.
11. It is the responsibility of this Trade Contractor to ensure that the contract documents are complete and acceptable to him. This Trade Contractor agrees that it will perform the required work in accordance with the plans and specifications and in accordance with the spirit and intent of these plans and conventional good trade practices. ~~There shall be no extra charge for required work that is not specifically shown on the plans, or any specifications related to this Trade, or for any errors.~~ This Trade Contractor shall fulfill all requirements of all authorities having jurisdiction over this project at no expense to the Owner including, but not limited to, the NBC; the Ontario Building Code; applicable CSA standards; Ontario Fire Code; Ontario Plumbing Code; ASHRAE requirements; NF.PA and IAO requirements; Occupational Health and Safety Act; City of Toronto Building Department; the Fire Marshall; the requirements of the Technical Standard and Safety Authority (TSSA); and TARION.
12. The Building Permit will be obtained and paid for by the Owner. This Trade Contractor shall obtain and pay for all other permits required to complete the work of the Trade Contract.
13. Completion of sequence of work covered by this Trade Contractor will be in accordance with the Project Schedule for any portion / phase or for the entire project as prepared by the Owner.
14. This Trade Contractor will co-operate with the Owner in the preparation of a separate Critical Path and Milestone Schedule for his operations that will be incorporated into the Project Schedule. Trade Contractor will provide all dates, duration, manpower allocation and any other information necessary in the preparation of the Schedule.
15. The Project Schedule will be updated by the Project Manager and will be periodically distributed to Trades. It will be the trade's responsibilities to ensure that adequate materials, equipment, qualified manpower, safety procedures, weekend work, necessary overtime, shift premiums, travel time, room and board, etc. are allowed in his bid to meet the scheduled completion dates for his work.

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16. This Trade Contractor will coordinate and plan with the Owner, Site Superintendent, Project Manager and any relative Contractors to carry out the smooth and safe flow of work on site without causing delay to the other's work and to the Project Schedule.
17. ~~If plans and specifications are in some respects not complete, this Contractor agrees that it will perform all work required to complete, in accordance with the spirit and intent of this agreement, including all plans and specifications and to conventional and good trade practices, at no extra charge, even if not specifically reflected in the plans and specifications.~~ Scope of work proposed by Speedy will take precedent over this clause. 
18. This Trade Contractor shall work together with the Architect, Engineers, the Project Manager and all site representatives to advise in the co-ordination of final working drawings.
19. This Trade Contractor is to provide a list of Sub-Trade Contractors, if applicable. No change to the list will be allowed without the written consent of the Owner. When a Sub-Trade is used, the Trade Contractor has full responsibility for his own sub-trade, and will ensure they comply with all requirements listed in this document.
20. This Trade Contractor is to provide billing breakdown as directed by the cost consultant for approval prior to the commencement of work.
21. This Contractor agrees to the supply of all labour, materials, supervision, tools, tackle, plant, equipment, transport, runways, planks, off-loading, scaffolding, taxes, insurance, permits pertaining to this work, inspections fees, etc. necessary to carry out and complete the work as per structural, architectural, mechanical, electrical, landscape, interior finishing and specifications. Lump sum prices are deemed to include and cover in scope all operations carried out by a specialist contractor of this category.
22. This Contractor agrees to the supply of all necessary Personal Protective Equipment (PPE) and to abide by all Occupational Health and Safety Act (OHSA) standards and regulations.
23. This Trade Contractor will coordinate with the Forming Contractor for use of the site crane (provided the crane is still on site), and is responsible for all costs (if any) associated and must ensure that adequate material hoisting Liability is in place listing the Owner, the City of Toronto and its agencies as beneficiaries to the policy.
24. This Trade Contractor will schedule and arrange for all inspections relative to its work, and is responsible to have the work pass all relevant inspections by authorities having jurisdiction. All costs associated with additional inspections, including ESA and fire alarm verification, which are due to fault of this Contractor, will be charged to the Contractor's account.
25. This Trade Contractor will provide its own means of lock up and security of tools, equipment and supplies. This Contractor agrees that the Owner is not responsible for fire, theft, loss and/or vandalism of any of this Trades tools, equipment, materials, supplies and/or work in progress.



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26. This Trade Contractor will be responsible for the protection of all work, material and equipment of other Contractors and Owner's property as necessary during the performance of this contract. Any damage resulting from failure to comply with this requirement is the complete responsibility of the Trade Contractor.
27. This Trade Contractor will provide mock-up on site, to be approved by owner prior to commencement of work.
28. This Trade Contractor will submit samples, shop drawings, cut-sheets, maintenance information, and/or handover documents for approvals. Failure to provide will result in additional hold back retention.
29. This Trade Contractor will be responsible for the total quantities of approved samples to order to complete the entire project. In any occurrence, where the approved sample is not available, the contractor will provide a higher quality alternative for owner's approval, at no extra cost to the owner.
30. This Trade Contractor will not be allowed to make any substitutions of materials or equipment unless approved by Owner and Engineer.
31. ~~This Trade Contractor will be responsible to repair any damage caused by other trades.~~
32. This Trade Contractor will employ a competent supervisor, with a minimum of 10 years' experience. The Supervisor is required to attend the bi-weekly site co-ordination meetings and to provide sign-off of each suite prior to turn over to Owner. Quality standard of work will be established by Owner, and Owner has the final decision to accept work completed.
33. This Trade Contractor to produce all shop drawings, and material specs required for the work within two (2) weeks of award of contract where required.
34. This Trade Contractor is to obtain approval of shop drawings from the Owner, the Consultants and local authorities prior to any fabrication if required. All required shop drawings and all other submittals must be submitted well in advance to avoid any delay to the Project Schedule.
35. This Trade Contractor will provide the Owner and its Representatives with full free access to the shops, factories, or other places of business of the Contractor, in order to confirm the general condition and progress of the work herein contemplated.
36. This Trade Contractor to provide transportation, handling and installation of all materials. Trade Contractor to complete all work in accordance with the Owner's schedule and/or as required and directed by the Owner.
37. This Trade Contractor will be responsible for handling (off-loading, confirmed receiving shipment, etc.) organizing and storages of all Owner supplied material, fixtures, etc. on site. *This clause will be subjected to a handling fee extra to contract.*

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38. This Trade Contractor will be responsible for daily cleaning relative to their work and to organize waste separately, cleaning up all of its debris and will dump all said debris in the appropriate container(s) supplied by the Owner. Following one written warning regarding safety conditions of the Site, should the Trade Contractor fail or refuse to clean their debris, the Owner reserves the right to take all necessary steps to maintain the working place in a clean and safe state, and backcharge (including any administrative fees) to this Contractor without notice.
39. All garbage is to be packaged and separated into appropriate containers as directed by the Owner or the requirements of the Works Department and all Municipal authorities having jurisdiction (i.e. Ministry of the Environment and Energy).
40. This Trade Contractor to provide all extra stock as outlined in the Specifications and maintenance instructions according to the Maintenance and Materials Sections of the Specifications.
41. This trade shall have sufficient crews and equipment to carry out the work according to the dictates of the Owner's schedule without delays. This may necessitate the use of several crews and equipment at a time including weekend work. Your foreman is to co-ordinate the start of the work, the sequence and schedule with the Site Manager.
42. This Trade Contractor is responsible for ensuring that they are working with the most current revision of all drawings. Please call the Project Manager on a regular basis to confirm revision numbers.
43. This Trade Contractor will prepare and submit two (2) sets of Maintenance and Operating manuals, computer diskette(s) containing shop drawings and as-built drawings, complete with warranties, prior to Substantial Completion. Separate manuals are required for retail and commercial.
44. This Trade Contractor is to provide any necessary hand over documentation and manuals before completion of project.
45. This Trade Contractors will not be permitted to erect or display signs of any nature unless approved in writing by the owner.
46. This Trade Contractor will supply, install, and remove any temporary handrails necessary to facilitate this project. If handrails are removed, this Trade must notify Owner prior to doing so.
47. This Trade Contractor will comply with the Tarion Warranty; this will override the Contractor's warranty, if it provides a greater coverage.
48. This Trade Contractor is responsible to correct any deficiencies issued to him by the Owner or Project Manager. This Contractor has 4 days to rectify the deficiency. If the deficiency is not completed, or not completed to the satisfaction of the Owner, the Owner will take it upon himself to correct the deficiencies at a direct backcharge to this Contractor.

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49. This Contractor shall be responsible to ensure that all vehicles making deliveries to him do not track mud on the municipal roads when leaving the site. Any road cleaning attributed to this Contractor will be back charged.
50. This Trade Contractor is to arrange with their insurance broker to complete the certificate of insurance as required by the Owner's Insurance Agent. This Contractor is to include the development entity as Co-Insured.
51. It is also your job Foreman's responsibility to check the "Change Order Book" in the site Superintendents office before any work is started in order to check for any such plan changes, upgrades or special instructions. The "Change Order Book" will be available to everyone at any time during regular working hours. *Any changes performed by our foreman will be at the direction of the contractors Office only.*
52. Copies of any pertinent "Site Instructions" may be emailed/hand delivered to the sub-contractor directly from the builder's head office. This in no way relinquishes the responsibility of this Contractor to pick up their respective copies from the site trailer or reviewing the on-site "Change Order Book" prior to starting every lot.
53. Any extras are to be covered by a Purchase Order, Contract Change Order or Addendum but only after review and approval of Owner.
54. Any extras are to be invoiced separate from the contract work and accompanied by a signed completion slip.
55. This Contractor is to submit the original invoice (no faxes or photocopies) signed by the Site Superintendent and Consultant to the Owner by the twenty-fifth (25th) of each month. Invoices are to be paid forty-five (45) days after submittal of the original invoice.
56. This Contractor has a clear understanding that all billings submitted as part of this agreement will contain the following particulars: 1.)Project Name, 2.)Invoice and / or Billing Number, 3.)Progress Billing Breakdown as Part of the Attachment, 4.) Original Invoice Accompanied by Site Approval and 5) The Contract Number.
57. All invoices / monthly draws should be submitted to invoice@urbancorp.com
58. This Contractor is to submit to the owner on a monthly basis the required Statutory Declarations, Worker's Compensation Certificate of Clearance. A copy of the Contractor's applicable insurance policies and Site Safety Policy is also required as a condition of awarding this contract.
59. This Contractor is to provide quality inspection after installation and prior to turning over to the Owner's representative. As part of service there should be a re-inspection by this trade at pre-PDI stage to ensure all equipment is adjusted and working properly.

7 

PERFORMANCE REQUIREMENTS AND SYSTEM SPECIFICATIONS


ACTIVITY NUMBER: 16000, 16050, 16100, 16200, 16300

ACTIVITY NAME: ELECTRICAL SCOPE, SITE SERVICING AND DISTRIBUTION,
LIGHTING POWER AND SYSTEMS

DATE: JUNE, 2015

Scope of Work - as outlined below but not limited to:

Following list must be part of the Trade Contractor's Scope of Work. However, this list is to be used as minimum guide and does not alleviate the Trade Contractor of the responsibility to also carry out, in addition, other work according to the current trade practices. This contractor has a clear understanding of the project and is fully aware that the project plans may require further coordination with other disciplines. This contractor will provide his full expertise to work with the Electrical Engineer and its consultants to properly engineer this project to comply with the OBC, ESA and all other governing bodies having jurisdiction in this field.

- 1 This Trade Contractor will be held to have examined the premises and satisfied himself as to the existing conditions under which he shall be obliged to operate or that will in any manner affect the work under this contract. No allowance will be made subsequently in this connection on behalf of this Trade Contractor for any error or negligence on his part.
2. This Contractor has a clear understanding of the characteristics of this development which includes a significant non-residential / commercial / retail component. This Contractor is to familiarize themselves with the base building requirements pertaining to power generation, servicing, life safety, future power requirements, etc.
3. This Trade Contractor will inspect the model suite and acknowledges that he is to be aware of the standards and quality expected. This Trade Contractor acknowledges that the model suite is to be used as a guideline of one suite's type for electrical layout, heights for fixtures, etc.
4. The features list "Schedule B" is an integral part of this contract and the finished product must meet or exceed this performance level.
5. This Trade Contractor acknowledges the nature of this fixed price contract and that he is an expert in electrical work and as such has experience of all requirements necessary for a complete and functional installation that meets the intent and spirit of the design and all current and applicable codes.
6. This Trade Contractor is to act as a design build contractor ~~ensuring that there are no extras on this project.~~ This trade cannot guarantee a "no extras" agreement. 
7. This Trade Contractor acknowledges that this is a phased occupancy project and all costs required to meet phased occupancy are included. All required fire inspections are part of this contract.
8. All 3rd party verification for the FA is part of this scope of work irrespective of phasing.
9. The Electrical Engineer and owner will have the final approval of all value engineering items suggested by this trade contractor.
10. All operations of this Trade Contractor shall be conducted with full consideration of all the proper rights of the owners and occupants of the adjacent premises and with the least inconvenience possible to them, and without any interference with or interruptions to the operations to the said owners or occupants.

PERFORMANCE REQUIREMENTS AND SYSTEM SPECIFICATIONS

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11. This Trade Contractor shall work together with the Engineer and the Owner to amend all secondary distribution and wiring layout, which will not become a detriment to the design and function of the building and its operation. Ensure that the amending design will comply with all applicable codes.
12. This Trade Contractor to provide electrical hookup only to smoke detectors to all pressurization fans – Hardware by owner (Auto Operators).
13. Blue jays: This Trade Contractor shall use blue jays in lieu of drilling plywood forms for all whole diameters for which blue jays are available (i.e. up to 1"). Where drilling is required this trade shall co-ordinate this with the formwork trade.
14. Temporary Construction Power: The Contractor shall be responsible for power for construction purposes from the power shed. This includes cable, panels, splitters, transformers disconnects, cranes, special equipment, power scaffolds, hoists, etc. as required. Re-lamping by Owner.
15. This Trade Contractor has included for heat tracing to extra dry sprinkler drum drips not currently indicated on the drawings as long as the slab has not been poured and that conduit can be placed into the slab prior to pouring. Surface mount conduit, placed after slab has been poured, for extra drum drips has not been included in this contract.
16. This Trade Contractor shall supply and install a fire alarm annunciator unit for residential and retail systems – Full fire alarm system. *If required by current design.*
17. This Trade Contractor has included for the supply, installation and hook-up of the FFCC intercom system. NOTE: Final location and design to be determined by Engineers. *Fire fighter intercom is not included in scope of work.*
18. Install and supply incoming ducts, conduits, junction boxes, utility boxes etc. for the complete telephone and cable TV systems for each residential unit and retail space from main riser closet as per the electrical and site servicing drawings. Telephone wiring from street connection to outlet in each unit and cable wiring to be done by others. Provide fish line in empty conduit.
19. Supply and install all PROVISIONS for security system as per the ~~specifications~~ *electrical drawing at time of slab pour.* Include for conduits, junction boxes, utility boxes, etc. Provide for fist wire in conduit. *Provisions will be provided once slab has been poured with the drawings provided at date of pour. Any requirements of the security contractor after the pour date is considered extra.*
20. Complete all electrical duct bank work in accordance with the electrical and site servicing drawings.
21. Supply and install the complete power and lighting distribution system, including HV and LV transformers, switch boards, panels, disconnects, fuses, conduit and wiring.
22. Prior to rough-in, this Trade Contractor shall insure that all light fixture locations and layouts are to be verified the Owner and the consulting team. Full co-ordination and conflict resolution is required.
23. This Contractor will supply and install conduits to the enter phone Panels located at the main lobbies and underground parking.
24. This Contractor will provide all conduits and wiring for the gate arm and controls in the underground and will include power for commercial portions.

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25. This Contractor will complete all required wiring to provide power to the required elevating and escalator devices including the residential and commercial parking elevators as prescribed on the Elevator shop drawings. Include for emergency recall power supply and relay coordination
26. This Contractor will complete all required Fire stopping for this scope of work.
27. This Contractor will supply and install all primary communication conduits from Electrical closets to Main suites complete with Pull string. In suite communication conduits installed by this contractor will not require pull strings.
28. Generator(s) will be exterior type complete with isolation and weather proof enclosure.
29. This contractor will install ALL lighting fixtures supplied by owner. This includes exterior landscape lighting and Morality lighting.
30. Wire and Power all mechanical line voltage equipment and controls.
31. Loose starter to be powered by Division 16 - supplied by Division 15.
32. This Contractor to ensure that all materials proposed for this project which will be exposed meet the OBC flame and smoke spread requirements and are approved by Code Consultant.
33. This Contractor has included for all labour increase to the end of the project.
34. This Contractor will wire all common area mechanical equipment with no qualifications to quantities. Power wiring only as shown on drawings. 
35. ~~This Contractor will supply, install and certify the installation of a complete High Voltage system for the entire project. This will be coordinated with all governing utilities and Toronto Hydro.~~ High voltage of any kind is excluded, unless previously negotiated quotation is approved. 
36. This Contractor will wire all emergency operators and equipment. 
37. This Contractor has included for the supply and hook up of all required temporary task lighting and power supply for the project. ~~Must include for separate systems: 3000kva for retail and 2000kva for residential.~~ High voltage and temporary task lighting of any kind is excluded. 
38. This Contractor will supply and install Dryer amp sensors should they be required.
39. This Contractor will wire all appliances noted on Features and Finishes List.
40. Install line voltage thermostats.
41. Fire alarm system and all related components to be as per OBC.
42. Contractor will wire all entry systems for the entire garage. Must include commercial control access and automated parking as required.
43. Provide empty conduit from suite entry door to bell box in suite to allow for future security contact. 

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44. Provide for Plated box to allow for Alarm panel at all interior suite walls
45. Contractor understands that there are a number of suspended- insulated ceilings throughout and will make the appropriate provisions to install all lighting and all other electrical devices.
46. Wire supplementary heaters where required including for fan coils. *Any supplementary heaters or equipment options to be specifically indicated on drawings.*
47. This Trade Contractor shall be responsible for providing labour and machinery to load and off load their own equipment or materials. ~~as well as any Owner supplied material or equipment such as lighting fixtures, etc.~~
48. This Trade Contractor will off load, store and install any Owner supplied material or equipment such as lighting fixtures, etc.
49. Install all exterior and interior lighting and fixturing. Where indicated, provide for conduit, wiring, and connection of all landscape lighting. All civil work associated with the above will be completed by others. Minimize runs to be excavated and penetrations of roof/deck slab. All light fixtures to be approved by Engineer and Interior Designer.
50. Supply and install the complete exterior type emergency generator system, including generator. Muffler to be supplied by this Trade Contractor and installed by the mechanical trade contractor. Exhaust stack from muffler to exterior, including insulation will be the responsibility of the mechanical trade contractor. The mechanical trade contractor shall also supply and install the fuel storage tank containment pan, fill line, vent line and fuel line generator. Include for field load test if required. *TSSA fees and applications are excluded from this scope.*
51. Supply and install the complete fire alarm system as specified. Provide manufacturer's verification of the system. Provide for system connection. Monitoring of the work by others.
52. Supply and install smoke alarms and heat detectors where indicated to each high-rise suite and to other areas as required throughout the building. Supply and install smoke and /or heat detectors as required to elevator shafts and recall level lobbies, including conduit and wiring to elevator controller. Provide conduit and wiring for duplicate switch.
53. Supply and install all line voltage control wiring.
54. Supply and install all access panels as required.
55. Supply and install electrical heating including thermostats and accessories where shown (as per drawings).
56. Supply and install rough-in wiring and connections to kitchen appliances (as per drawings).
57. This trades Contractor to supply and install empty conduit and pull string for parking garage security, at building front entrance and all other camera locations where applicable. Complete all preparatory electrical work as required by City of Toronto Hydro
58. Power up all HRV / ERV and Ecologizer units.

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59. Supply and install wiring and connections to work by others including to:
- Automatic door openers and electric strikes (note: provide capped wiring to hinge side of door frame at top where rough-ins are called for)
 - Mechanical equipment (starters where required will be provided by mechanical trade and installed by this trade)
 - Overhead door openers and controls
 - Garbage compactors or baggers and deodorizer systems. Line voltage fan coil thermostats
60. Parking equipment conduit: This Trade Contractor shall supply and install all embedded conduit in concrete as required for this work. Equipment and installation will be by others.
61. COMMERCIAL / RETAIL units will be fitted with unfused disconnect and HV switch to accommodate future power requirements which will be provided by Engineer team and Owner. Include for base FA system, tracing, and extra conduits from HV room for future locations specified by Construction manager.
62. Supply and install all electric work as required for temporary service to cranes and man material hoists, and temporary connections to elevators. Tower crane connections and related work by forming trade. Provide also for temporary hookup for Owner's construction trailer. All crane hoists and hoist cables by others.
63. Supply, install and maintain throughout construction complete temporary lighting system in all corridors, stairwells, public areas, service rooms, equipment rooms and parking garage. Provide for all bulbs. Bulbs used for temporary lighting shall be protected by wire guards. Trades to provide own task lighting. Provide for initial lamping. Re-lamping by Owner.
64. Supply and install temporary service (110/220V) at alternate floors suitable for other trade use. Trades to provide their own GF1 protection.
65. This Trade Contractor shall supply and install all sleeves as required for its work. Provide for sleeve packing (rock wool) and fire stopping in accordance with the specifications of the work. Sleeves (permanent) in the mechanical penthouse to extend 6" above finished floor.
66. This Trade Contractor is responsible for cutting, patching and fire proofing.
67. Remove all unused sleeves at the completion of rough-ins and dispose of same in bins provided.
68. This Trade Contractor shall be responsible to include work beyond that indicated on the plans, specifications and scope of work so as to meet the requirements of Ontario Hydro, City of Toronto Hydro, Electrical Code and Building Codes.
69. Provide full equipment, material, labour and workmanship warranties as indicated, commencing the date of registration or as required by the Ontario New Home Warranty Programme.

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70. Payment terms for progress billing shall be as specified according to the Owner's standard billing format.
71. This Trade Contractor to supply and install all switched receptacles as per the drawings.
72. In-suite security is to be provided by others.
73. Co-operate and co-ordinate the work of this trade with that of the mechanical, underground drains and ventilation trade, in all areas of interface.
74. Include electrical connection equipment as per plans.
75. All final verifications ~~and annual certification~~ of Fire alarm to be part of this contract.
76. Contractor has a clear understanding that the Fire alarm verification will be completed in Phases to suite the Occupancy schedule.
77. Contractor will employ all 3rd Party verification Personnel
78. Provide labeling at each electrical panel. Site foreman to check label to ensure switches are for the intended zones.
79. Compile and present at Certified Substantial Completion of the Works, two (2) complete bound sets of operating, maintenance and warranty manuals. Provide complete sets of all shop drawings in each set. Provide for Owner's staff training for all systems by this trade.
80. Supply and install electrical panels as required for the concrete forming operation.
81. Identify all equipment, disconnects and controls.
82. This trade shall have sufficient crews and equipment to carry out the work according to the dictates of the Owner's schedule without delays. This may necessitate the use of several crews and equipment at a time. Your foreman is to co-ordinate the start of the work, the sequence and schedule with the Site Manager.
83. During the concrete forming stage, this Trade Contractor will provide the necessary manpower to prepare the slab and walls for each pour. ~~There will be no overtime charges for work done after 4:00 pm to either complete or to prepare the required slab or wall pours.~~ *Our proposal is based on providing labour during regular hours... (example 7:00am - 3:00pm). All work outside the hours is chargeable.*
84. This Trade Contractor is responsible for ensuring that they are working with the most current revision of all drawings. Please call the Site Manager on a regular basis to confirm revision numbers.
85. This Trade Contractor is responsible to maintain during the course of construction as-built drawings and submit drawings and shop manuals prior to release of hold-back funds.
86. This Trade Contractor shall be responsible for all testing and reports relating to this work, to the satisfaction all the authorities having jurisdiction.

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LIGHTING POWER AND SYSTEMS

DATE: JUNE, 2015

87. This Trade Contractor is to ensure that all work carried out by this trade or its subcontractors meets with the most current and applicable NFPA requirements.
88. This Trade Contractor is responsible to clean up its debris and to dump same in the appropriate container(s) supplied by the Owner. Should the Trade Contractor fail or refuse to clean their debris, the Owner shall clean the debris for the Trade Contractor at the Trade Contractor's expense. All garbage is to be packaged and separated into appropriate containers as directed by the Construction Manager or by the requirements of the Works Department and all Municipal authorities having jurisdiction (i.e. Ministry of the Environment and Energy).
89. This Trade Contractor is responsible to ~~broom-sweep~~ clean up on a daily basis.
90. This Trade Contractor shall secure the area of its work to ensure no hazard to other trades people, property, equipment or other work.
91. This Trade Contractor to arrange with their insurance broker to complete the certificate of insurance as required by the Owner's Insurance Agent.
92. The Warranty Period as outline in the specification will take effect from the date of final Hydro/ESA inspection - 2yrs.
93. Warranties should be in conformity with Tarion, manufacturers or suppliers material warranties or other governing authorities' minimum requirements, whichever is the longest.
94. This Trade Contractor will supply and install all materials and equipment to the mock-up suites as required by the Owner.
95. Connect only Teck cable between man hoist and Hydro shack.
96. Supply and install arc breakers in suites as required.
97. Provide for hookup of temporary wiring to panel of vertical fan coils, heat pumps, etc. as required during construction.
98. Turnover extra set of fuses (3 each) for major disconnect equipment to the Site Supervisor, at time of Substantial Completion.
99. This Trade Contractor to provide all extra stock as outlined in the Specifications and maintenance instructions according to the Maintenance Manuals and Materials Section of the Specifications.
100. Route all overhead work by this Trade as required to ensure that the specified minimum overhead clearances of 2.2 meters are maintained throughout the parking garages.
101. Prepare and maintain current at all times, as-built drawings for all the work. Drawings are to be kept on site in a safe and secure lock up. Provide immediately upon request, a drawing set for review by Owner, Construction Manager, Architect or Engineer when so requested.

PERFORMANCE REQUIREMENTS AND SYSTEM SPECIFICATIONS

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102. This Trade Contractor shall apply for, obtain, and pay for the applicable building permits related to his work only. This Trade shall also be responsible for any and all other fees and charges relating to his work, including but not limited to, applications, permits, inspections and testing fees.
103. This Contractor is to do periodic inspections on the Maintenance Contractor during the warranty period and report any violations to the Construction Manager.
104. Supply and install all balcony receptacles as required. Coordinate locations with Window manufacturer and precast manufacturer.
105. This Contractor shall be responsible for the Co-ordination study, infrared scanning and commissioning.
106. The Warranty on specifications on all materials shall be 2 years from the date of Registration of Condo.
107. Supply and install suitable full conduit system as shown on drawings and/or specifications.
108. Hoisting is the responsibility of the sub-contractor and should be co-coordinated with the forming contractor for crane availability.

KINGS CLUB

June 19th, 2015

LETTER OF INTENT

Speedy Electrical Contractors Inc.,
114A Caster Avenue,
Woodbridge, Ontario,
L4L 5Y9.

Via Email: mbucci@speedyelectric.ca

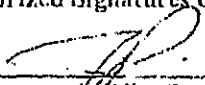
Attention: Mr. Marco Bucci

Project: Kings Club Development Inc. - 1100 King St. W.

Please accept this letter as confirmation to our intentions to enter into a formal contractual agreement with Speedy Electrical Contractors Inc. to supply all labour, material and secondary power equipment to complete the electrical work for the above project and referenced in the attached quote. Until at such time as a formal contract has been prepared and issued, please proceed with this letter of intention as notice of our agreement for a lump sum contract value of \$6,750,000.00 excluding HST.

Please note that negotiated contract extras in the amount of \$1,429,436.00 are still to be finalized and to be added to the above base contract amount.

Authorized Signatures of Acceptance:



Joe Pietrangelo, Vice President of Construction,
Kings Club Development Inc. - 1100 King St. W.
C/o Urbancorp

 Marco Bucci

Signature and Print Name
Speedy Electrical Contractors Inc.,

July 3, 2015

Dated

27 January 2015
Revised Feb 19, 2015

ELECTRICAL CONTRACTORS LIMITED

Urbancorp
1100 King Street West,
Toronto, Ontario
M6K 1E6

Attn: Tony Manocchio

Re: King Club – Electrical Price for Residential Buildings and Underground Parking Garage

We are pleased to submit our electrical price for the above subject project to supply and install included all materials, labors, supervision, tools, equipment, transport, insurance, permits, inspection fee and etc to complete the electrical works as per below scope of works as prepared by Speedy. This project consists of (2) pour concrete structure buildings (building East -16 storey and building West – 7 storey) with total 508 nos. of various suites. There will be two (2) levels of retails space and four (4) levels of underground parking (2 levels for retail parking & 2 levels for residential parking), mechanical and generator room to be located on roof level mechanical Penthouse. Please note the design, material and workmanship for the below price are based on the standard condo design and specification. Detail of works as follow:

WORK INCLUDED

- ♦ Supply and install high voltage duct bank from property line to high voltage transformer vault at A1 level,
- ♦ Supply and install 3- 4" incoming ducts from property line to the main communication room at A1 level,
- ♦ Supply and install 2- 4" EMT pipes from main communication room at A1 level to RES level 01 of electrical closets, sleeves only to be allowed for floor penetrations in telecommunication riser,
- ♦ Residential Distribution system consisting of the following:
 - Supply and install high voltage system for residential buildings including one (1) 3000 KVA 13.8KV – 600/347V high voltage transformer and 3 bays of 13.8KV switchgears and associates high voltage cables,
 - Supply and install 3000A 347/600V 3P4W secondary services from residential high voltage transformer to the main switchboard at A1 level main electrical room,
 - Supply and install main distribution system for residential building including one (1) set of 4000A 3P4W 347/ 600V main switchboard which located at A1 level main electrical room, power distribution panel, distribution panels, main feeders.

- ♦ Retail Distribution system consisting of the following:
 - Supply and install high voltage system for retail buildings including one (1) 3000 KVA 13.8KV- 600/347V high voltage transformer and 2 bays of 13.8KV switchgears and associates high voltage cables,
 - Supply and install main distribution system (RDP-61) for retail building including one (1) set of 4000A 3P4W 347/ 600V main switchboard located in retail electrical room,
 - Retail distribution system described above, allowance to exceed \$200,000.00
- ♦ Supply and install sub-main distribution system including distribution panels, branch circuits distribution panels, breakers, fuses, loose disconnects and sub-main feeders,
- ♦ Supply and install branch wiring system for small lighting and power system for parking, amenity, common area including conduits, wires, boxes, devices and accessories,
- ♦ Supply and install suite power distribution system including cable risers, suite distribution panels, suite riser panels and step-down transformers.
- ♦ Supply and install electrical grounding for HV and MV system,
- ♦ Supply and install single stage addressable fire alarm system including one (1) fire alarm control panel, devices, verification, conduits, wires, boxes and accessories.
- ♦ Supply and install standard 120V smoke alarm for the dwelling units.
- ♦ Supply and install in-suite electrical installation including conduits, wires, boxes, suite load centers, electrical devices, 100A 1P3W suites feeders. Please note aluminum suite feeders will be selected, one (1) 15A 1P Arc fault breaker to be provided per suite and the minimum size of branch circuits wiring throughout the suite to be #14 AWG,
- ♦ Supply and install emergency power generation system for East building including 1 set of 500KW 347/600V indoor type diesel generator set together with two (2) nos. of 3P auto transfer switches (1-400A life safety & 1-300A non-life safety, ASCO series 300 or equivalent) and emergency feeders,
- ♦ Supply and install emergency power generation system for West building including 1 set of 300KW 347/600V indoor type diesel generator set together with two (2) nos. of 3P auto transfer switches (1-300A life safety & 1-100A non-life safety, ASCO series 300 or equivalent) and emergency feeders,
- ♦ Installation of light fixtures, light fixtures to be supplied by others,
- ♦ Supply and install occupancy sensors for the lighting control for underground parking and locker rooms including conduits, boxes, wires, occupancy sensors, please note 120V line voltage type occupancy sensors to be selected,
- ♦ Supply and install carbon monoxide monitor system at under- ground parking garage including conduits, boxes, wires, carbon monoxide sensors, main control panel, calibration and commissioning,
- ♦ Supply and install electrical pipe tracing as shown on electrical drawings,
- ♦ Supply and install power wiring and connection only to mechanical equipment,
- ♦ Rough-in empty conduits with pull string only for all thermostats, please note wiring only to be provided for line voltage type thermostat.

- ◆ Rough-in home run empty conduits with pull strings only for suites' telephone, cable TV system including conduits and all accessories, please note 1 - 1" home run conduits from communication box at each suite to electrical closet to be provided, also, all the communication boxes to be provided by communication provider and installed by Speedy,
- ◆ Rough-in empty conduits and boxes for Tri-sorter for garbage system,
- ◆ Rough-in empty conduits and boxes for all security system including CCTV, suite intrusion, card access, door opening, entry phone, elevator communication and garage doors system,
- ◆ Supply and install electrical snow melting system for ramp entrance, approx. covered area is 1050sf,
- ◆ Supply and install fire stopping as per code required to all electrical sleeves,
- ◆ Supply and install temporary lighting and power,
- ◆ Clean-up of our own garbage,
- ◆ Electrical inspection permit,

Total Cost for above work.....\$6,858,000.00 + H.S.T.

SEE APPENDIX 'A'

LESS 2a -637,100

ADD 1 475,500

ADD 3 108,750

ADD 4 38,200

ADD 6 118,000

6,961,350

WORK EXCLUDED

- ◆ Excavation, backfill, concrete work for duct bank and light standards,
- ◆ Supply, install and termination of incoming high voltage cables,
- ◆ Supply and install houses keeping concrete pads and floating concrete pad for all electrical equipment,
- ◆ All cash allowances,
- ◆ Bonding, please note bonding is available upon request,
- ◆ Supply, storage and handling of light fixtures,
- ◆ Supply and install dimming system for lighting control,
- ◆ Supply and install any dimming or home automation system for suites including conduits, wires, back-boxes, equipment and accessories,
- ◆ Mineral Insulated cables for emergency circuit or feeders (Standard cables embedded in concrete only for emergency feeders),
- ◆ Supply and install exhaust pipe stack with insulation, fuel oil pipe line, fuel oil storage tanks, fuel oil control system for emergency generator,
- ◆ Supply of any specialty equipment (saunas, steamers, supplement heating, exhaust fans etc.)
- ◆ Supply and install low voltage wiring and control for mechanical trade,
- ◆ Supply of thermostats, loose starters and motor control centers,
- ◆ Supply and install motorized doors and dampers,
- ◆ Supply and install any security systems (CCTV, panic, card access, suite intrusion, entry phone, garage doors systems and etc.),
- ◆ Supply and install elevator cabs communication System,
- ◆ Supply and install electrical soffit heating,
- ◆ Supply and install electrical floor warming for en-suites,

* NEGOTIATED CONTRACTED
 EXTRAS AS PER APPENDIX 'A'
 ITEMS 2b AND 5 FOR A
 TOTAL OF \$1,429,436 TO
 BE ADDED TO ABOVE BASE
 CONTRACT OF \$ 6,750,000

- ♦ Supply and install motorize roll-up window blind for the suites.
- ♦ Supply, install, test and commission of hydro electronic metering system for suites.
- ♦ Supply, install, test and commission of water and thermal metering system for suites including conduits, boxes, wires, equipment and all necessary accessories.
- ♦ Re-verification of Fire Alarm System (CAN/ULC-S536).
- ♦ Supply and install all in-suite wirings, terminations and faceplate for Tel/data /Cables T.V. system,
- ♦ Supply and install all wirings and terminations including backbone cables for telephone and T.V. system,
- ♦ Supply and install power supply and equipment for electric car charging system.
- ♦ Supply and install all-off switch at the entrance of each units,
- ♦ Rough-in empty conduits with pull strings for audio /video system,
- ♦ Supply and install lightning protection system,
- ♦ All electrical works for the retail units including power supply system and etc..
- ♦ Supply of garbage bins and disposal charges.
- ♦ Any charges to local P.U.C.
- ♦ Hoisting and lifting of electrical equipment.
- ♦ Temporary services for construction.
- ♦ Re-lamping for temporary lighting.
- ♦ Supply and installation of emergency intercom system,
- ♦ Temporary cables for cranes and construction hoist to be supplied by others.
- ♦ Temporary flood lights for crane to be supplied by others,
- ♦ Supply and installation of all access panels for dry wall.
- ♦ H.S.T

Separate Price (The Below price are not included in the above Price)

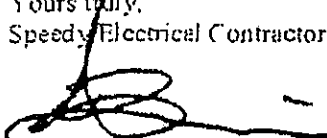
1. Installation of hydro electronic meters for suites, Total cost is \$48,260.00 + H.S.T. Please noted that electronic meters to be supplied, testing and commissioning by others,
2. Cash allowance for retail feeders, total cash allowance is \$150,000.00 + H.S.T.
3. Cash allowance for retail emergency feeders, transfer switches (2), distribution panels, splitters and associated disconnect switches (see electrical drawing E-31D) \$120,000.00 + H.S.T.

Notes

1. Aluminum conductors will be selected for all transformer windings, bussing in main switchboard, power panels and distribution panels,
2. Aluminum conductors will be selected for all cable feeders including incoming, main, sub-main and suite feeders,
3. Standard K1 rating of the step-down transformer to be selected,
4. Emergency bypass isolation switch at auto transfer switch only to be allowed for life safety emergency power system,

5. Two fire alarm signal circuits per floor without silence switch at each dwelling unit and isolators at the corridor for fire alarm signal system with our selected manufacturer.
6. In suite 120V smoke alarms or 120V combo CO/ SA detector will only be connected to the suite electrical panel, not the security key pad.
7. Minimum size of wiring for corridors and stairs to be #12 AWG.
8. Minimum size of conduits shall be 12mm diameter.
9. All the conduits shall be embedded inside the concrete slabs and structural walls. if service conduits system to be required for parking garage, extra cost to be required
10. Unit rates for Purchaser upgrade to be provided later.
11. All wiring devices are residential grade (Decora).
12. All wiring installation as per Ontario electrical code.
13. Our unit hourly rate for the electrician is \$82.00 per hour.
14. The Mark-up charges for Change Order including overhead and profit shall be 15%.
15. Working hours for our electrician on site is from 7:00am to 3:00pm, Monday to Friday, after the above working hours, overtime charge may be considered as an extra.

Yours truly,
Speedy Electrical Contractors Limited



Marco Bucci

ATTENTION A

ELECTRICAL CONTRACTORS LIMITED

19th Feb 2015

Breakdown Extra Cost For Kinn Club Form Our quote dated 19 Feb 2015 to Updated S.L. Drawing (Rev#2)

Extra for Emergency Power Generation System

Our Revised Quotation dated 19 Feb 2015

Modify and install emergency power generation system for East building including 1 set of 500KW 347/600V indoor type diesel generator set together with two (2) nos. of 3P main transfer switches (1-300A life safety & 1-300A non-life safety, ASCO series 300 or equivalent) and emergency feeders.

Supply and install emergency power generation system for West building including 1 set of 300KW 347/600V indoor type diesel generator set together with two (2) nos. of 3P auto transfer switches (1-300A life safety & 1-300A non life safety, ASCO series 300 or equivalent) and emergency feeders.

Updated Drawing (REV#7)

i) Supply and install emergency power generation system for west building including two (2) parallel run of 300KW natural gas generator sets together with two (2) nos. of 3P main transfer switches (1-200A & 1-600A)

\$ 641,700.00

ii) Supply and install emergency power generation system for east building including two (2) parallel run of 400KW natural gas generator sets together with six (6) nos. of 3P auto transfer switches (3-400A & 3-200A)

Cost diff. between our quotation dated 19 Feb 15 and updated drawing (Rev#7) for Emergency Generator Power equipment

\$ 475,500.00

Extra For distribution Equipment

Our revised quote for distribution Equipment dated 19 Feb 2015

Residential Distribution System

i) Supply and install high voltage system for residential building including one (1) 3000KVA 13.8KV -600/347V high voltage transformer and 3 bays of 13.8KV switchgears and associates high voltage cables

ii) Supply and install 3000A 347/600V 3P4W secondary services from residential high voltage transformer to main switchboard at 41 level main electrical room

iii) Supply and install main distribution system for residential building including one set of 4000A 3P4W 600V main switchboard which located at 41 level main electrical room power distribution panel, distribution panels & main feeders

Retail Distribution System

i) Supply and install high voltage system for Retail units including one (1) 3000KVA 13.8KV -600/347V high voltage transformer and 2 bays of 13.8KV switchgears and associates high voltage cables

ii) Supply and install main distribution system (RDP-61) for retail units including one (1) set of 4000A 3P4W 347/600V main switchboard located in retail electrical room

iii) Retail distribution system described above, allowance \$200,000.00

2.

-637,100

Updated Drawings (REV#7) Single line diagrams

Residential Distribution System

i) Supply and install high voltage system for residential building including one (1) 3500KVA 13.8KV -600/347V high voltage transformer and 3 bays of 13.8KV switchgears and associates high voltage cables

ii) Supply and install 4000A 347/600V 3P4W secondary services from residential high voltage transformer to main switchboard at 41 level main electrical room

Retail Distribution System

i) Supply and install high voltage system for Retail units including one (1) 3500KVA 13.8KV -600/347V high voltage transformer and 2 bays of 13.8KV switchgears and associates high voltage cables

ii) Supply and install main distribution system (RDP-61) for retail units including one (1) set of 4000A 3P4W 347/600V main switchboard located in retail electrical room

iii) Supply and install additional emergency distribution panels for the extra ATSS (RDPE62, RDPE64, RDPE63, DPE-61)

iv) Supply and install additional associates Branch circuit panels and step down transformers

3.

\$ 567,000.00

Cost diff. between our quotation dated 19 Feb 15 and updated drawing (Rev#7) for distribution equipment

\$ 229,800.00

Supply and install additional Emergency supply feeder feed from various emergency panels to additional ATSS (1-600A, 2-400A & 1-200A emergency feeders)

\$ 108,750.00

Supply and install additional normal supply feeders from Main switchboard or Normal power panel to additional above ATSS (1-600A, 2-400A & 1-200A emergency feeders)

\$ 38,200.00

Supply and install Retail feeders as per 'Schedule C' indicated (1-1200A, 1-600A, 4-400A & 2-200A 600V) 3P3W

\$ 562,436.00

Total Extra Cost

\$ 1,414,786.00

Overhead 10% \$ 141,478.60
 Markup 10% \$ 155,626.45
 Total Extra \$ 1,711,891.05

6. RAMP HEATING \$ 118,000.00

KINGSCLUBSchedule B
(Marketing Floors 10th to 20th Inclusive)

Features & Finishes

General Features

- Architecturally designed thermal glazed aluminum windows
- Glazed aluminum door to access balcony or terrace, as per plan
- Translucent sliding door system, as per plan
- Engineered laminate wood flooring in livingroom, diningroom, kitchen and bedroom(s)
- Entry door with contemporary brush chrome lever hardware and privacy viewer
- Approximately 9' ceiling heights in main living areas
- Contemporary 4" baseboards in all areas except bathroom(s) and laundry area
- Contemporary 2 ½" casings throughout
- In-suite individual seasonal controlled heating and cooling system.
- Flat panel interior doors with brushed chrome lever hardware
- Framed mirrored sliding closet doors in foyer and bedroom(s), as per plan
- Designer white Decora-style switches and receptacles throughout
- All homes pre-wired for high speed cable internet and cable ready for HDTV
- Window coverings

Kitchen Features

- Contemporary European design cabinetry in selection of wood and coloured finishes from Vendor's samples
- Undermount single bowl stainless steel sink with single lever faucet
- Marble slab backsplash from Vendor's samples
- Contemporary stone countertops with 4" edging in a selection of granites from Vendor's samples
- Halogen track lighting
- Brand name appliance package including
 - Stainless Steel finish range with glass top – self cleaning
 - Stainless Steel finish dishwasher
 - Stainless Steel finish refrigerator
 - Stainless Steel finish built-in microwave with hood fan exhausted to exterior
 - Stacked washer & dryer

Bathroom Features

- Ceramic tile surround from Vendor's samples
- Contemporary European design cabinetry in selection of wood and coloured finishes from Vendor's samples
- Contemporary stone countertops in a selection of granites from Vendor's samples
- Undermount white sink with deck mount faucet
- Designer mirror over sink with light
- Soaker tub
- Glass shower enclosure as per plan
- Temperature controlled mixing valve to tub/shower
- Ceiling exhaust fan vented to exterior

Electrical

- Living room and bedrooms pre-wired for cable T.V & telephone, heat detector pre-wired to the fire annunciation panel
- Individual suite smoke detector
- Controlled split outlets in "Living / Dining" and "Bedroom" areas, as per plan

Floors and specific finishes will depend on Vendor's package as selected. All specifications, dimensions, and materials are subject to change without notice.

- NB Subject to paragraph 4 of the Agreement of Purchase and Sale attached hereto, the Vendor shall have the right to substitute other products and materials for those listed in this Schedule or provided for in the plans and specifications provided that the substituted products and materials are of a quality equal to, or better than, the products and materials so listed or so provided.
- 1 Marble and wood are subject to natural variations in colour and grain. Ceramic tile and broadloom are subject to pattern, shade and colour variations
- 2 If the Unit is in a stage of construction which will enable the Vendor to permit the Purchaser to make colour and material choices from the Vendor's standard selections, then the Purchaser shall have until the Vendor's date designated by the Vendor (of which the Purchaser shall be given at least seven (7) days prior to notice) to properly complete the Vendor's colour and material selection form. If the Purchaser fails to do so within such time period, the Vendor may irrevocably exercise all of the Purchaser's rights to colour and material selections hereunder and such selections shall be binding upon the Purchaser. No changes whatsoever shall be permitted in colours or materials to selected by the Vendor, except that the Vendor shall have the right to substitute other materials and items for those provided in this Schedule provided that such materials and items are of equal quality to or better than the materials and items set out herein.
3. The Purchaser acknowledges that there shall be no reduction in the price or credit for any standard feature listed herein which is omitted at the Purchaser's request
- 4 References to model types or model numbers refer to current manufacturer's models. If these types or models shall change, the Vendor shall provide an equivalent model.
- 5 All dimensions, if any, are approximate
- 6 All specifications and materials are subject to change without notice.
- 7 Pursuant to this Agreement or this Schedule or pursuant to a supplementary agreement or purchase order the Purchaser may have requested the Vendor to construct an additional feature within the Unit which is in the nature of an optional extra (such as, by way of example only, a fireplace), if, as a result of building, construction or site conditions within the Unit or the Building, the Vendor is not able to construct such extra, then the Vendor may, by written notice to the Purchaser, terminate the Vendor's obligation to construct the extra. In such event, the Vendor shall refund to the Purchaser the monies, if any, paid by the Purchaser to the Vendor in respect of such extra, without interest and in all other respects this Agreement shall continue in full force and effect.
- 8 Floor and specific features will depend on the Vendor's package as selected

KINGSCLUB**Schedule B**
(Marketing Floors 2nd to 9th Inclusive)**Features & Finishes****General Features**

- Architecturally designed thermal glazed aluminum windows
- Glazed aluminum door to access balcony or terrace, as per plan
- Translucent sliding door system, as per plan
- Engineered laminate wood flooring in livingroom, diningroom, kitchen and bedroom(s)
- Entry door with contemporary brush chrome lever hardware and privacy viewer
- Contemporary 4" baseboards in all areas except bathroom(s) and laundry area
- Contemporary 2 3/4" casings throughout
- In-suite individual seasonal controlled heating and cooling system.
- Flat panel interior doors with brushed chrome lever hardware
- Framed mirrored sliding closet doors in foyer and bedroom(s), as per plan
- Designer white Decora-style switches and receptacles throughout
- All homes pre-wired for high speed cable internet and cable ready for HDTV
- Window coverings

Kitchen Features

- Contemporary European design cabinetry in selection of wood and coloured finishes from Vendor's samples
- Undermount single bowl stainless steel sink with single lever faucet
- Marble slab backsplash from Vendor's samples
- Contemporary stone countertops with 4" edging in a selection of granites from Vendor's samples
- Halogen track lighting
- Brand name appliance package including
 - Stainless Steel finish range with glass top – self cleaning
 - Stainless Steel finish dishwasher
 - Stainless Steel finish refrigerator
 - Stainless Steel finish built-in microwave with hood fan exhausted to exterior
 - Stacked washer & dryer

Bathroom Features

- Ceramic tile surround from Vendor's samples
- Contemporary European design cabinetry in selection of wood and coloured finishes from Vendor's samples
- Contemporary stone countertops in a selection of granites from Vendor's samples
- Undermount white sink with deck mount faucet
- Designer mirror over sink with light
- Soaker tub
- Glass shower enclosure as per plan
- Temperature controlled mixing valve to tub/shower
- Ceiling exhaust fan vented to exterior

Electrical

- Living room and bedrooms pre-wired for cable T.V. & telephone, heat detector pre-wired to the fire annunciation panel
- Individual suite smoke detector
- Controlled split outlets in "Living / Dining" and "Bedroom" areas, as per plan

Floors and specific finishes will depend on Vendor's package as selected. All specifications, dimensions, and materials are subject to change without notice.

- N.B Subject to paragraph 4 of the Agreement of Purchase and Sale attached hereto, the Vendor shall have the right to substitute other products and materials for those listed in this Schedule or provided for in the plans and specifications provided that the substituted products and materials are of a quality equal to, or better than, the products and materials so listed or so provided.
1. Marble and wood are subject to natural variations in colour and grain. Ceramic tile and broadloom are subject to pattern, shade and colour variations.
 2. If the Unit is at a stage of construction which will enable the Vendor to permit the Purchaser to make colour and material choices from the Vendor's standard selections, then the Purchaser shall have until the Vendor's date designated by the Vendor (of which the Purchaser shall be given at least seven (7) days prior to notice) to properly complete the Vendor's colour and material selection form. If the Purchaser fails to do so within such time period, the Vendor may irrevocably exercise all of the Purchaser's rights to colour and material selections hereunder and such selections shall be binding upon the Purchaser. No changes whatsoever shall be permitted to colours or materials so selected by the Vendor, except that the Vendor shall have the right to substitute other materials and items for those provided in this Schedule provided that such materials and items are of equal quality to or better than the materials and items set out herein.
 3. The Purchaser acknowledges that there shall be no reduction in the price or credit for any standard feature listed herein which is omitted at the Purchaser's request.
 4. References to model types or model numbers refer to current manufacturer's models. If these types or models shall change, the Vendor shall provide an equivalent model.
 5. All dimensions, if any, are approximate.
 6. All specifications and materials are subject to change without notice.
 7. Pursuant to this Agreement or this Schedule or pursuant to a supplementary agreement or purchase order the Purchaser may have requested the Vendor to construct an additional feature within the Unit which is in the nature of an optional extra (such as, by way of example only, a fireplace), if, as a result of building, construction or site conditions within the Unit or the Building, the Vendor is not able to construct such extra, then the Vendor may, by written notice to the Purchaser, terminate the Vendor's obligation to construct the extra. In such event, the Vendor shall refund to the Purchaser the monies, if any, paid by the Purchaser to the Vendor in respect of such extra, without interest and in all other respects this Agreement shall continue in full force and effect.
 8. Floor and specific features will depend on the Vendor's package as selected.

This is Exhibit "E" referred to in the Affidavit of Marco Bucci sworn September 4, 2019.



Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS

220 Lynn Williams Street, Suite 2A
Toronto Ontario
M5K 3N6
Phone: 416-928-5001
Fax: 416-928-9501

URBANCORP

Contract Change Order No. 15037-02

Contractor No. - Change Order No.



Project:

Issue Date: December 08th, 2015

Location: 1100 King Street West, Toronto, ON
Contractor: Speedy Electrical Contractors Limited

Cost Code: 16000

The original Contract Documents as set out in the Contract dated July 09th, 2015 for the above-noted project are hereby revised as noted in this Change Order. The completion date and the Contract amount are hereby adjusted as indicated and shall not be further adjusted without written agreement. All terms, covenants and conditions of the Contract, except as duly modified by this and previous change orders, if any, remain in full force and effect. This is your authorization to proceed with the following changes in the Work:

Description :

As per attached quote dated January 27th, 2015	\$ 2,679,436.00
Residential Distribution System and Retail distribution systems for High Voltage distribution	
Supply and install retail feeders as per 'Schedule C' indicated (1-1200A, 1-600A, 4-400a & 8-200a 600v) 3p3w	

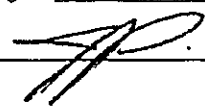
Net Value of Change Order No. 15037-02	\$ 2,679,436.00
(H.S.T.) (13%)	\$ 348,326.68
Total Value of Change Order No. 15037-02	\$ 3,027,762.68
The Contract Time is increased/decreased by:	0 working days

Contract Statement


The revised status of the account for the above Contract is as follows:

Original Net Contract Price:	\$ 6,750,000.00
Net Value of Previous Change Orders Approved:	\$ 25,409.20
Net Value of This Change Order Approved:	\$ 2,679,436.00
Revised Net Contract Price:	\$ 9,454,845.20
(H.S.T.) 13% Tax:	\$ 1,229,129.88
Revised Total Contract Price:	\$ 10,683,975.08

Approved by Project Manager: _____ Date: _____

Approved by Owner:  _____ Date: DEC 8, 2015

Approved by Owner: _____ Date: _____

Approved by Contractor:  _____ Date: Dec. 9, 2015

APPENDIX A

ELECTRICAL CONTRACTORS LIMITED

May-29-15

Breakdown Extra Cost For King Club I Form Our quote dated 19 Feb 2015 to Updated S.I. Diagram (Rev#7)

Extra for Emergency Power Generation System

Our Revised Quotation dated 19 Feb 2015

Supply and install emergency power generation system for East building including 1 set of 500KW 347/600V indoor type diesel generator set together with two (2) nos. of 3P auto transfer switches (1-400A life safety & 1-300A non-life safety, ASCO series 300 or equivalent) and emergency feeders

Supply and install emergency power generation system for West building including 1 set of 300KW 347/600V indoor type diesel generator set together with two (2) nos. of 3P auto transfer switches (1-300A life safety & 1-100A non-life safety, ASCO series 300 or equivalent) and emergency feeders.

Updated Drawing (REV#7)

i) Supply and install emergency power generation system for west building including two (2) parallel run of 300KW natural gas generator sets together with two (2) nos. of 3P auto transfer switches (1-200A & 1-600A)

ii) Supply and install emergency power generation system for east building including two (2) parallel run of 400KW natural gas generator sets together with six (6) nos. of 3P auto transfer switches (3-400A & 3-200A)

\$ 641,200.00

Cost diff. between our quotation dated 19 Feb 15 and updated drawing (Rev#7) for Emergency Generator Power equipment

\$ 475,500.00

Extra For distribution Equipment

Our revised quote for distribution Equipment dated 19 Feb 2015

Residential Distribution System

i) Supply and install high voltage system for residential building including one (1) 3000KVA 13.8KV -600/347V high voltage transformer and 3 bays of 13.8KV switchgears and associates high voltage cables

ii) Supply and install 3000A 347/600V 3P4W secondary services from residential high voltage transformer to main switchboard at A1 level main electrical room

iii) Supply and install mal distribution system for residential building including one set of 4000A 3P4W 600V main switchboard which located at A1 level main electrical room, power distribution panel, distribution panels & main feeders.

Retail Distribution System

i) Supply and install high voltage system for Retail units including one (1) 3000KVA 13.8KV -600/347V high voltage transformer and 2 bays of 13.8KV switchgears and associates high voltage cables,

ii) Supply and install main distribution system (RDP-61) for retail units including one (1) set of 4000A 3P4W 347/600V main switchboard located in retail electrical room

iii) Retail distribution system described above, allowance \$200,000.00

Updated Drawings (REV#7) Single line diagrams

Residential Distribution System

i) Supply and install high voltage system for residential building including one (1) 3500KVA 13.8KV -600/347V high voltage transformer and 3 bays of 13.8KV switchgears and associates high voltage cables

ii) Supply and install 4000A 347/600V 3P4W secondary services from residential high voltage transformer to main switchboard at A1 level main electrical room

Retail Distribution System

i) Supply and install high voltage system for Retail units including one (1) 3500KVA 13.8KV -600/347V high voltage transformer and 2 bays of 13.8KV switchgears and associates high voltage cables,

ii) Supply and install main distribution system (RDP-61) for retail units including one (1) set of 4000A 3P4W 347/600V main switchboard located in retail electrical room

iii) Supply and install additional emergency distribution panels for the extra ATs (RDPE62, RDPE64, RDPE63, DPE-61)

iii) Supply and install additional associates Branch circuit panels and step down transformers

-637,100

Cost diff. between our quotation dated 19 Feb 15 and updated drawing (Rev#7) for distribution equipment

\$ 229,900.00

3. Supply and install additional Emergency supply feeder feed from various emergency panels to additional ATs (1-600A, 2-400A & 1-200A emergency feeders)

\$ 108,750.00

4. Supply and install additional normal supply feeders from Main switchboard or Normal power panel to additional above ATs (1-600A, 2-400A & 1-200A emergency feeders)

\$ 38,200.00

5. Supply and install Retail feeders as per 'Schedule C' indicated (1-1200A, 1-600A, 4-400A & 8-200A 600V) 3P3W

\$ 562,435.00 *

Total Extra Cost

\$ 1,414,785.00

Overhead 10% \$ 141,478.50

Markup 10% \$ 155,626.46

Total Extra \$ 1,711,891.06

6. RAMP HEATING \$ 118,000.00

27 January 2015
Revised Feb 19, 2015

ELECTRICAL CONTRACTORS LIMITED

Urbancorp
1100 King Street West,
Toronto, Ontario
M6K 1E6

Attn: Tony Manocchio

Re: King Club – Electrical Price for Residential Buildings and Underground Parking Garage

We are pleased to submit our electrical price for the above subject project to supply and install included all materials, labors, supervision, tools, equipment, transport, insurance, permits, inspection fee and etc to complete the electrical works as per below scope of works as prepared by Speedy. This project consists of (2) pour concrete structure buildings (building East -16 storey and building West – 7 storey) with total 508 nos. of various suites. There will be two (2) levels of retails space and four (4) levels of underground parking (2 levels for retail parking & 2 levels for residential parking), mechanical and generator room to be located on roof level mechanical Penthouse. Please note the design, material and workmanship for the below price are based on the standard condo design and specification. Detail of works as follow:

WORK INCLUDED

- ◆ Supply and install high voltage duct bank from property line to high voltage transformer vault at A1 level,
- ◆ Supply and install 3- 4" incoming ducts from property line to the main communication room at A1 level,
- ◆ Supply and install 2- 4" EMT pipes from main communication room at A1 level to RES level 01 of electrical closets, sleeves only to be allowed for floor penetrations in telecommunication riser,
- ◆ Residential Distribution system consisting of the following:
 - Supply and install high voltage system for residential buildings including one (1) 3000 KVA 13.8KV – 600/347V high voltage transformer and 3 bays of 13.8KV switchgears and associates high voltage cables,
 - Supply and install 3000A 347/600V 3P4W secondary services from residential high voltage transformer to the main switchboard at A1 level main electrical room,
 - Supply and install main distribution system for residential building including one (1) set of 4000A 3P4W 347/ 600V main switchboard which located at A1 level main electrical room, power distribution panel, distribution panels, main feeders.

- ◆ Retail Distribution system consisting of the following:
 - Supply and install high voltage system for retail buildings including one (1) 3000 KVA 13.8KV – 600/347V high voltage transformer and 2 bays of 13.8KV switchgears and associates high voltage cables,
 - Supply and install main distribution system (RDP-61) for retail building including one (1) set of 4000A 3P4W 347/ 600V main switchboard located in retail electrical room,
 - Retail distribution system described above, allowance to exceed \$200,000.00
- ◆ Supply and install sub-main distribution system including distribution panels, branch circuits distribution panels, breakers, fuses, loose disconnects and sub-main feeders,
- ◆ Supply and install branch wiring system for small lighting and power system for parking, amenity, common area including conduits, wires, boxes, devices and accessories,
- ◆ Supply and install suite power distribution system including cable risers, suite distribution panels, suite riser panels and step-down transformers,
- ◆ Supply and install electrical grounding for HV and MV system,
- ◆ Supply and install single stage addressable fire alarm system including one (1) fire alarm control panel, devices, verification, conduits, wires, boxes and accessories.
- ◆ Supply and install standard 120V smoke alarm for the dwelling units,
- ◆ Supply and install in-suite electrical installation including conduits, wires, boxes, suite load centers, electrical devices, 100A 1P3W suites feeders. Please note aluminum suite feeders will be selected, one (1) 15A 1P Arc fault breaker to be provided per suite and the minimum size of branch circuits wiring throughout the suite to be #14 AWG,
- ◆ Supply and install emergency power generation system for **East building** including 1 set of 500KW 347/600V indoor type diesel generator set together with two (2) nos. of 3P auto transfer switches (1-400A life safety & 1-300A non-life safety, ASCO series 300 or equivalent) and emergency feeders,
- ◆ Supply and install emergency power generation system for **West building** including 1 set of 300KW 347/600V indoor type diesel generator set together with two (2) nos. of 3P auto transfer switches (1-300A life safety & 1-100A non-life safety, ASCO series 300 or equivalent) and emergency feeders,
- ◆ Installation of light fixtures, light fixtures to be supplied by others,
- ◆ Supply and install occupancy sensors for the lighting control for underground parking and locker rooms including conduits, boxes, wires, occupancy sensors, please note 120V line voltage type occupancy sensors to be selected,
- ◆ Supply and install carbon monoxide monitor system at under- ground parking garage including conduits, boxes, wires, carbon monoxide sensors, main control panel, calibration and commissioning,
- ◆ Supply and install electrical pipe tracing as shown on electrical drawings,
- ◆ Supply and install power wiring and connection only to mechanical equipment,
- ◆ Rough-in empty conduits with pull string only for all thermostats, please note wiring only to be provided for line voltage type thermostat,

- ◆ Rough-in home run empty conduits with pull strings only for suites' telephone, cable TV system including conduits and all accessories, please note 1 - 1" home run conduits from communication box at each suite to electrical closet to be provided, also, all the communication boxes to be provided by communication provider and installed by Speedy,
- ◆ Rough-in empty conduits and boxes for Tri-sorter for garbage system,
- ◆ Rough-in empty conduits and boxes for all security system including CCTV, suite intrusion, card access, door opening, entry phone, elevator communication and garage doors system,
- ◆ Supply and install electrical snow melting system for ramp entrance, approx. covered area is 1050sf,
- ◆ Supply and install fire stopping as per code required to all electrical sleeves,
- ◆ Supply and install temporary lighting and power,
- ◆ Clean-up of our own garbage,
- ◆ Electrical inspection permit,

Total Cost for above work.....\$6,858,000.00 + H.S.T.

SEE APPENDIX 'A'
LESS 2a - 637,100

WORK EXCLUDED

- ◆ Excavation, backfill, concrete work for duct bank and light standards,
- ◆ Supply, install and termination of incoming high voltage cables,
- ◆ Supply and install houses keeping concrete pads and floating concrete pad for all electrical equipment,
- ◆ All cash allowances,
- ◆ Bonding, please note bonding is available upon request,
- ◆ Supply, storage and handling of light fixtures,
- ◆ Supply and install dimming system for lighting control,
- ◆ Supply and install any dimming or home automation system for suites including conduits, wires, back-boxes, equipment and accessories,
- ◆ Mineral Insulated cables for emergency circuit or feeders (Standard cables embedded in concrete only for emergency feeders),
- ◆ Supply and install exhaust pipe stack with insulation, fuel oil pipe line, fuel oil storage tanks, fuel oil control system for emergency generator,
- ◆ Supply of any specialty equipment (saunas, steamers, supplement heating, exhaust fans etc.)
- ◆ Supply and install low voltage wiring and control for mechanical trade,
- ◆ Supply of thermostats, loose starters and motor control centers,
- ◆ Supply and install motorized doors and dampers,
- ◆ Supply and install any security systems (CCTV, panic, card access, suite intrusion, entry phone, garage doors systems and etc.),
- ◆ Supply and install elevator cabs communication System,
- ◆ Supply and install electrical soffit heating,
- ◆ Supply and install electrical floor warming for en-suites,

GEN ADD 1 475,500
 APP. ADD 3 108,750
 FUND. ADD 4 38,200
 RAMP ADD 6 118,000

6,961,350

~~NEGOTIATED CONTRACTED~~

* NEGOTIATED CONTRACTED
 EXTRAS AS PER APPENDIX 'A'
 ITEMS 2b AND 5 FOR A
 TOTAL OF \$1,429,436 TO
 BE ADDED TO ABOVE BASE
 CONTRACT OF \$ 6,750,000

- ◆ Supply and install motorize roll-up window blind for the suites,
- ◆ Supply, install, test and commission of hydro electronic metering system for suites,
- ◆ Supply, install, test and commission of water and thermal metering system for suites including conduits, boxes, wires, equipment and all necessary accessories,
- ◆ Re-verification of Fire Alarm System (CAN/ULC-S536),
- ◆ Supply and install all in-suite wirings, terminations and faceplate for Tel/data /Cables T.V. system,
- ◆ Supply and install all wirings and terminations including backbone cables for telephone and T.V. system,
- ◆ Supply and install power supply and equipment for electric car charging system,
- ◆ Supply and install all-off switch at the entrance of each units,
- ◆ Rough-in empty conduits with pull strings for audio /video system,
- ◆ Supply and install lightning protection system,
- ◆ All electrical works for the retail units including power supply system and etc.,
- ◆ Supply of garbage bins and disposal charges.
- ◆ Any charges to local P.U.C.
- ◆ Hoisting and lifting of electrical equipment.
- ◆ Temporary services for construction,
- ◆ Re-lamping for temporary lighting,
- ◆ Supply and installation of emergency intercom system,
- ◆ Temporary cables for cranes and construction hoist to be supplied by others.
- ◆ Temporary flood lights for crane to be supplied by others,
- ◆ Supply and installation of all access panels for dry wall,
- ◆ H.S.T.

Separate Price (The Below price are not included in the above Price)

1. Installation of hydro electronic meters for suites, Total cost is \$48,260.00 + H.S.T. Please noted that electronic meters to be supplied, testing and commissioning by others,
2. Cash allowance for retail feeders, total cash allowance is \$150,000.00 + H.S.T.
3. Cash allowance for retail emergency feeders, transfer switches (2), distribution panels, splitters and associated disconnect switches (see electrical drawing E-31D) \$120,000.00 + H.S.T.

Notes

1. Aluminum conductors will be selected for all transformer windings, bussing in main switchboard, power panels and distribution panels,
2. Aluminum conductors will be selected for all cable feeders including incoming, main, sub-main and suite feeders,
3. Standard K1 rating of the step-down transformer to be selected,
4. Emergency bypass isolation switch at auto transfer switch only to be allowed for life safety emergency power system,

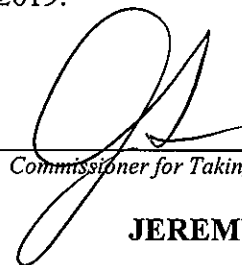
5. Two fire alarm signal circuits per floor without silence switch at each dwelling unit and isolators at the corridor for fire alarm signal system with our selected manufacturer.
6. In suite 120V smoke alarms or 120V combo CO/ SA detector will only be connected to the suite electrical panel, not the security key pad.
7. Minimum size of wiring for corridors and stairs to be #12 AWG,
8. Minimum size of conduits shall be 12mm diameter,
9. All the conduits shall be embedded inside the concrete slabs and structural walls, if service conduits system to be required for parking garage, extra cost to be required,
10. Unit rates for Purchaser upgrade to be provided later,
11. All wiring devices are residential grade (Decora),
12. All wiring installation as per Ontario electrical code,
13. Our unit hourly rate for the electrician is \$82.00 per hour,
14. The Mark-up charges for Change Order including overhead and profit shall be 15%
15. Working hours for our electrician on site is from 7:00am to 3:00pm, Monday to Friday, after the above working hours, overtime charge may be considered as an extra,

Yours truly,
Speedy Electrical Contractors Limited



Marco Bucci


This is Exhibit "F" referred to in the Affidavit of Marco Bucci sworn
September 4, 2019.

A handwritten signature in black ink, appearing to be 'JS', written over a horizontal line.

Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS



Shopping For Everyday Life 

FIRST CAPITAL REALTY INC.

85 Hanna Avenue, Suite 400, Toronto, Ontario M6K 3S3
 T 416.504.4114 F 416.941.1655
 www.firstcapitalrealty.ca

April 21, 2016

Mr. Marco Bucco
 Speedy Electrical Contractors Ltd.
 114A Caster Ave
 Woodbridge, Ontario
 L4L 5Y9

King Highline Project (1100 King St W, Toronto, ON M6K 1E6) – Liberty Village

I want to take this opportunity to introduce myself and update you on the changes that will be occurring on the project mentioned above and to extend reassurance that any changes that occur will be in the best interest of all involved.

As you will have noted, First Capital Realty (FCR) has commenced a process to replace the current Construction Manager, Urbancorp. In this process, we have invited several of the most reputable businesses in the industry to make a proposal to take over the role of Construction Manager (CM).

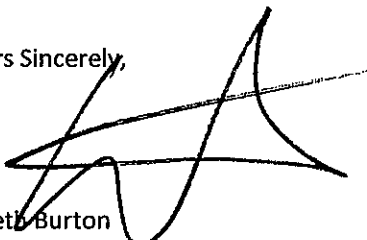
The process will be completed soon, and I will be able to inform you of the winning bidder. I am overseeing the process and will be ensuring that that new CM is equipped with the right experienced people for the project and the right strategy to take over and deliver.

In the intervening time, Urbancorp remains the CM and as such I would ask that you continue to work collaboratively with them, the consultant team, and the owners. Additionally, to ensure continuity, FCR took the decision to appoint a 3rd party assessor who is collaborating with the current CM and monitoring the project on a weekly basis. For a point of clarity and to reassure you of no disruption to contracting arrangements, your business is in direct contract with FCR and as such you should have no concerns that a monetary disruption would occur in the changeover process.

I appreciate that your business may feel a nervousness relating to media speculation or general rumor, but please be reassured that FCR is fully committed to a successful outcome for all.

Please contact me directly if you would like to discuss this or other aspects of the project in more detail.

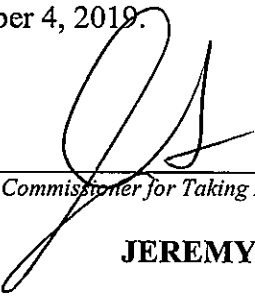
Yours Sincerely,



Gareth Burton
 Senior Vice President, Construction



This is Exhibit "G" referred to in the Affidavit of Marco Bucci
sworn September 4, 2019.



Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS

Jeremy Sacks

Subject: Kingsclub - Progress Breakdown - July

Importance: High

From: Pouya Abedi [<mailto:Pouya.Abedi@multiplex.global>]

Sent: July-25-19 3:58 PM

To: Sonia Ciarelli <SCiarelli@speedyelectric.ca>; Piya Moraes <Piya.Moraes@multiplex.global>

Cc: Anthony Lee <ALee@speedyelectric.ca>; Jason Williams <Jason.Williams@multiplex.global>; David Simon <David.Simon@multiplex.global>

Subject: RE: Kingsclub - Progress Breakdown - July

Hi Sonia,

The billing looks good generally, I will get back to you tomorrow for finalized invoicing, but in the interim please adjust line item 1 on change orders:

CHANGE ORDERS

		CONTRACT	WORK COMPLETED TO DATE	WORK PREVIOUSLY BILLED	WORK COMPLETED THIS PERIOD \$	C TI
	BREAKDOWN				\$0	
1	CHANGE ORDER 15037-02 - Dist/Retail/Gen	\$ 2,679,436.00	\$ 2,679,436.00	\$ 1,429,394.31	\$ 1,250,041.69	
2	CHANGE ORDER 15037-03 - Occupancy sensors	\$ 3,915.64	\$ 3,915.64	\$ 3,915.64	\$ -	
3	CHANGE ORDER 15037-04 - SI E-15	\$ 178,457.97	\$ 178,457.97	\$ 178,457.97	\$ -	
4	CHANGE ORDER 15037-01	\$ 0.00	\$ 0.00	\$ 0.00	\$ -	
5	CHANGE ORDER 019	\$ 8,611.66	\$ 8,611.66	\$ 8,611.66	\$ -	
6	CHANGE ORDER 018	\$ 947.10	\$ 947.10	\$ 947.10	\$ -	
7	CO # 22 - SI # E 12 - Metering Conduit	\$ 169,000.00	\$ 169,000.00	\$ 169,000.00	\$ -	
8	CO # 42 - Off site storage of generator	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ -	
9	CO # 046 - PCO #0285 Winter heating	\$ 17,145.10	\$ 17,145.10	\$ 17,145.10	\$ -	
10	CO # 050 - temp washroom heat tracing (grd level)	\$ 3,135.35	\$ 3,135.35	\$ 3,135.35	\$ -	
11	CO # 056 - change 1 silencer per generator	\$ 28,616.00	\$ 28,616.00	\$ 28,616.00	\$ -	
12	CO # 071 - SI E-04	\$ 37,762.54	\$ 37,762.54	\$ 37,762.54	\$ -	
13	CO # 072 - SI E-21	\$ 44,486.90	\$ 44,486.90	\$ 44,486.90	\$ -	
14	CO # 073 - SI E-08	\$ 16,376.51	\$ 16,376.51	\$ 13,101.21	\$ 3,275.30	
15	CO # 074 - SI E-06R1	\$ 9,547.38	\$ 9,547.38	\$ 9,547.38	\$ -	
16	CO # 075 - SI E-02	\$ 222,268.28	\$ 222,268.28	\$ 222,268.28	\$ -	
17	CO # 076 - SI E-03	\$ 171,911.88	\$ 171,911.88	\$ 171,911.88	\$ -	
18	CO # 077 - SI E-05	\$ 8,177.94	\$ 8,177.94	\$ 8,177.94	\$ -	
19	CO # 091 - SI E-16	\$ 131,274.69	\$ 131,274.69	\$ 131,274.69	\$ -	
20	CO # 096 - SI A-302	\$ 1,675.44	\$ 1,675.44	\$ 1,675.44	\$ -	
21	CO # 097 - SI A-310	\$ 17,399.36	\$ 15,659.42	\$ 15,659.42	\$ -	
22	CO # 105 - remote water meter readout	\$ 2,499.72	\$ 2,499.72	\$ 2,499.72	\$ -	
23	CO # 058 - E-01 - heat tracing & drum drips	\$ 419,577.17	\$ 419,577.17	\$ 419,577.17	\$ -	
24	CO # 136 - Elevator 6 Floors repair	\$ 1,515.36	\$ 1,515.36	\$ 1,515.36	\$ -	

Pouya Abedi
Assistant MEP Manager

MULTIPLEX

Multiplex Construction Canada Ltd
KING HIGH Line
1100 King Street West
Toronto, Ontario M 647 824 2541
E pouya.abedi@multiplex.global
W www.multiplex.global



From: Sonia Ciarelli [<mailto:SCiarelli@speedyelectric.ca>]
Sent: Wednesday, July 24, 2019 3:04 PM
To: Piya Moraes <Piya.Moraes@multiplex.global>
Cc: Anthony Lee <ALee@speedyelectric.ca>; Pouya Abedi <Pouya.Abedi@multiplex.global>; Jason Williams <Jason.Williams@multiplex.global>; David Simon <David.Simon@multiplex.global>
Subject: RE: Kingsclub - Progress Breakdown - July

Good Afternoon all,
Following up on this matter.
Can you please submit approval at your earliest convenience.

Much Appreciated
Sonia

From: Sonia Ciarelli
Sent: Monday, July 22, 2019 2:40 PM
To: 'Piya Moraes' <Piya.Moraes@multiplex.global>
Cc: Anthony Lee <ALee@speedyelectric.ca>; Pouya Abedi <Pouya.Abedi@multiplex.global>; Jason Williams <Jason.Williams@multiplex.global>; David Simon <David.Simon@multiplex.global>
Subject: RE: Kingsclub - Progress Breakdown - July

Good Afternoon all,
Please see attached progress breakdown for approval.

Regards,

Sonia Ciarelli | HR Manager
SPEEDY ELECTRICAL CONTRACTORS LTD.

PH (888) 605-1525 toll free (905) 264-2344 ext. 221 FAX (905) 264-1158
114A Caster Avenue Woodbridge ON L4L 5Y9

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This is Exhibit "H" referred to in the Affidavit of Marco Bucci sworn September 4, 2019.



Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS

Jeremy Sacks

Subject: KHL-Speedy Final Account For Signature
Attachments: KHL - Form Final Account - Speedy PA (Aug 1, 2019).docx

From: Pouya Abedi [<mailto:Pouya.Abedi@multiplex.global>]
Sent: August-01-19 12:47 PM
To: Anthony Lee <ALee@speedyelectric.ca>
Cc: Maurizio Passero <MPassero@speedyelectric.ca>; Jason Williams <Jason.Williams@multiplex.global>; David Simon <David.Simon@multiplex.global>
Subject: KHL-Speedy Final Account For Signature

Hi Anthony,

Can you please have the attached final account document signed, as the previous one did not have all the approved change orders and correct values?

Thanks,

Pouya Abedi
 Assistant MEP Manager

MULTIPLEX

Multiplex Construction Canada Ltd
 KING HIGH Line
 1100 King Street West
 Toronto, Ontario M 647 824 2541
 E pouya.abedi@multiplex.global
 W www.multiplex.global



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Statement of Trade Contractor's Final Account

Project :	King High Line – 1100 King St W, Toronto	Contract No. :	00015037
Trade Contractor :	Speedy Electrical Contractors Ltd	Order No:	
Title of Trade Contract :	Electrical		
Date of Trade Contract :	July 9, 2015		

Final Account Summary

Item	Value (Excluding HST)
Base Contract Award	\$6,750,000.00
Add: Variations to Contract (COs)	\$9,150,480.03
Add: Variations to Contract (Unapproved COs)	\$81,568.86
Negative Claim from CO-15037-02	-\$1,250,041.69
Gross Value of Final Account (Excluding HST)	\$14,732,007.20

The undersigned, on behalf of the Trade Contractor, hereby agrees that the Gross Value of Final Account set forth above is accurate and constitutes a full and final settlement of all sums due to it under the Trade Contract and includes the settlement of any and all claims including but not limited to monetary and other claims for or in respect of damages, indemnity, contribution, loss, expense, delay, disruption, prolongation, general conditions, back charges, changes, finance costs, interest, insurance claims and proceeds, and any other money or time claims arising out of or in the course of the Trade Contract and/or performance of the Work, howsoever arising, and under any theory of law, which the Trade Contractor ever had, now has or in the future may have, and whether known or not known and whether notified or not notified at the time of this agreement. Further, the Trade Contractor hereby waives any entitlement to bring or continue any such claims or further claims against the Owner or the Construction Manager now or in the future and the Trade Contractor hereby releases the Owner and the Construction Manager from any and all potential liability for or in respect of any such claims. If the Trade Contractor should hereafter make or continue any such claims, then this agreement may be raised and shall be agreed to be an estoppel and complete bar to such claims. The foregoing shall not in any way derogate from the Trade Contractor's duty to perform all of its obligations in accordance with the Trade Contract, including rectification of deficiencies and compliance with warranty provisions.

Signed for and on behalf of..... Signed for and on behalf of.....

Signed..... Signed.....

Print Print.....

Date Date.....

This is Exhibit "I" referred to in the Affidavit of Marco Bucci sworn September 4, 2019.



Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS

Jeremy Sacks

From: Pouya Abedi <Pouya.Abedi@multiplex.global>
Sent: Friday, August 16, 2019 11:44 AM
To: Anthony Lee
Cc: Maurizio Passero; Jason Williams; David Simon; Marco Bucci; Albert Passero; Domenic Passero
Subject: RE: KHL-Speedy Final Account For Signature

Hi Anthony,

We wish to reiterate FCR's recent comments in a meeting, whereby they mentioned they are willing to accept cost of all the unapproved changes, however they are unable to accept the \$1.25M change order.

They have requested from Speedy a detailed substantiation and chronology of events associated with this change order.

We request that you provide this at your earliest opportunity, so we can settle the account at KHL.

Thanks,

Pouya Abedi
 Assistant MEP Manager

MULTIPLEX

Multiplex Construction Canada Ltd
 KING HIGH Line
 1100 King Street West
 Toronto, Ontario M 647 824 2541
 E pouya.abedi@multiplex.global
 W www.multiplex.global



From: Anthony Lee [mailto:ALee@speedyelectric.ca]
Sent: Wednesday, August 07, 2019 12:06 PM
To: Pouya Abedi <Pouya.Abedi@multiplex.global>
Cc: Maurizio Passero <MPassero@speedyelectric.ca>; Jason Williams <Jason.Williams@multiplex.global>; David Simon <David.Simon@multiplex.global>; Marco Bucci <MBucci@speedyelectric.ca>; Albert Passero <apassero@speedyelectric.ca>; Domenic Passero <dpassero@speedyelectric.ca>
Subject: RE: KHL-Speedy Final Account For Signature

Hi Pouya

We do not agree with this breakdown for the following reasons:

- We will not be signing any documents which contain credit amounts for \$1.25M as it was part of a legitimate contract amended change order
- With regards to the unapproved CO's for a total of \$81,568.86...that number is a sum of the charges for IESI-21, IESI-21R and United SI-E78. These were all gone over with Mike Khayat one week before he had left to another site. He had acknowledged that this work HAD ALREADY BEEN COMPLETED at that time and as a result, he had

already submitted these to FCR for approval. These were works which were completed under Multiplex's watch through legitimate consultant issued site instructions

Please forward the approvals for the 3 above mentioned change orders as long as a revised copy of this statement of final accounts for our review and signature.

Thank you

Anthony Lee, B.Eng | Project Manager
SPEEDY ELECTRICAL CONTRACTORS LTD.
NEW DIRECT LINE: (905) 850-4904
 Office: (905) 264-2344 ext. 231
alee@speedyelectric.ca

From: Pouya Abedi [<mailto:Pouya.Abedi@multiplex.global>]
Sent: August-01-19 12:47 PM
To: Anthony Lee <ALee@speedyelectric.ca>
Cc: Maurizio Passero <MPassero@speedyelectric.ca>; Jason Williams <Jason.Williams@multiplex.global>; David Simon <David.Simon@multiplex.global>
Subject: KHL-Speedy Final Account For Signature

Hi Anthony,

Can you please have the attached final account document signed, as the previous one did not have all the approved change orders and correct values?

Thanks,

Pouya Abedi
 Assistant MEP Manager

MULTIPLEX

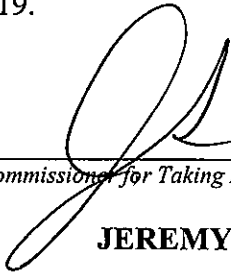
Multiplex Construction Canada Ltd
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This is Exhibit "J" referred to in the Affidavit of Marco Bucci sworn September 4, 2019.



Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS


ELECTRICAL CONTRACTORS LIMITED

114A Caster Ave., Woodbridge, Ontario L4L 5Y9

Tel: 905-264-2344 Fax: 905-264-1158

Toll Free: 1-888-605-1525

SOLD TO: KINGSCLUB DEVELOPMENT INC./MULTIPLEX
 C/O MULTIPLEX CONSTRUCTION CANADA LTD.
 130 KING STREET WEST
 SUITE # 2350
 TORONTO ON M5X 2A2

RE: KINGSCLUB
 PROGRESS # 48

(647) 449-2008

DATE	SALESMAN	YOUR ORDER No.	OUR ORDER No.	SHIPPED VIA	TERMS
30-Jul-2019			34580		Net 30 days
QUANTITY ORDERED	DESCRIPTION			UNIT PRICE	AMOUNT
	CONTRACT AMOUNT				\$15,840,962.10
	PREVIOUSLY BILLED				\$12,944,001.95
	CURRENT PROGRESS				\$ 98,126.81
	CONTRACT BALANCE W/R				\$ 2,798,833.35
1.00				109,029.79	109,029.79
1.00	RETAINAGE			-10,902.98	-10,902.98
				NET TOTAL	98,126.81
HST Number 10496 0299 RT0001				HST	12,756.49
TOTAL					\$110,883.30

INVOICE
 N^o 30137

Kingsclub

FR: SPEEDY ELECTRICAL CONTRACTORS

Sonia Ciarelli
 sciarelli@speedyelectric.ca
 fax: 905-264-1158

MAURIZIO
 GERALDO

INVOICE # 30137
 DATE 7/22/2019
 DRAW # 48

PROGRESS DRAW

	CONTRACT	WORK COMPLETED TO DATE	WORK PREVIOUSLY BILLED	WORK COMPLETED THIS PERIOD \$	WORK COMPLETED THIS PERIOD %	BALANCE TO COMPLETE
BREAKDOWN						
1	PERMITS, DRAWINGS	\$ 50,000.00	\$ 45,000.00	\$ 45,000.00	0%	\$ 5,000.00
2	TEMPORARY SERVICE & POWER	\$ 22,800.00	\$ 22,800.00	\$ 22,800.00	0%	\$ -
3	HIGH VOLTAGE - SWITCHGEAR	\$ 0.00	\$ 0.00	\$ -	100%	\$ -
4	HIGH VOLTAGE - TRANSFORMERS	\$ 0.00	\$ 0.00	\$ -	100%	\$ -
5	HIGH VOLTAGE - FEEDER	\$ 0.00	\$ 0.00	\$ 0.00	100%	\$ -
6	DISTRIBUTION - RETAIL	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
7	DISTRIBUTION - MAIN SWITCHBOARDS/POWER TRANS	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
8	DISTRIBUTION - TRANSFORMERS	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	0%	\$ -
9	DISTRIBUTION - ROOF SWITCHBOARD	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	0%	\$ -
10	DISTRIBUTION - MISC. PANELS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	0%	\$ -
11	DISTRIBUTION - SUITE RISER PANELS	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	0%	\$ -
12	DISTRIBUTION - SUITE PANELS	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	0%	\$ -
13	DISTRIBUTION INSTALLATION	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	0%	\$ -
14	FIRE ALARM - MAIN PANEL	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	0%	\$ -
15	FIRE ALARM - DEVICES	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	0%	\$ -
16	FIRE ALARM - VERIFICATION	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	0%	\$ -
17	GEN SET SUPPLY - A	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	0%	\$ -
18	GEN SET SUPPLY - B	\$ 291,200.00	\$ 291,200.00	\$ 291,200.00	0%	\$ -
19	GEN SET INSTALLATION	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	0%	\$ -
20	RAMP HEATING	\$ 118,000.00	\$ 118,000.00	\$ 118,000.00	0%	\$ -
21	P4-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	0%	\$ -
22	P3-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	0%	\$ -
23	P2-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	0%	\$ -
24	P1-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	0%	\$ -
25	P4-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	0%	\$ -
26	P3-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	0%	\$ -
27	P2-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	0%	\$ -
28	P1-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	0%	\$ -
29	P4-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	0%	\$ -
30	P3-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	0%	\$ -
31	P2-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	0%	\$ -
32	P1-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	0%	\$ -
33	RETAIL A1 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
34	RETAIL A2 / KING - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
35	RETAIL B1 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
36	RETAIL B2 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
37	NON-RES B1 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
38	BUILDING 'A'			\$ -		
39	A1-SLAB	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	0%	\$ -
40	A2-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
41	A3-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
42	A4-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
43	A5-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
44	A6-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
45	A7-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
46	A8-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
47	A9-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
48	A10-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
49	A11-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
50	A12-SLAB	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	0%	\$ -
51	A13-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	0%	\$ -
52	A14-SLAB	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	0%	\$ -
53	A15-SLAB	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	0%	\$ -
54	A16-SLAB	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	0%	\$ -
55	A - MECH / ROOF SLAB	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	0%	\$ -
56				\$ -		
57	A1-ROUGH-IN	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	0%	\$ -
58	A2-ROUGH-IN	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	0%	\$ -
59	A3-ROUGH-IN	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	0%	\$ -
60	A4-ROUGH-IN	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	0%	\$ -
61	A5-ROUGH-IN	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	0%	\$ -
62	A6-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	0%	\$ -
63	A7-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	0%	\$ -
64	A8-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	0%	\$ -
65	A9-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	0%	\$ -
66	A10-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	0%	\$ -
67	A11-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	0%	\$ -
68	A12-ROUGH-IN	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	0%	\$ -

69	A13-ROUGH-IN	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ -	0%	\$ -
70	A14-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
71	A15-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
72	A16-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
73	A - MECH / ROOF ROUGH-IN	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	0%	\$ -
74				\$ -			
75	A1-FINISHING	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
76	A2-FINISHING	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
77	A3-FINISHING	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
78	A4-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
79	A5-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
80	A6-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
81	A7-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
82	A8-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
83	A9-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
84	A10-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
85	A11-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
86	A12-FINISHING	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
87	A13-FINISHING	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	0%	\$ -
88	A14-FINISHING	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
89	A15-FINISHING	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
90	A16-FINISHING	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
91	A - MECH / ROOF FINISH	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	0%	\$ -
92	BUILDING 'B' WEST			\$ -			
93	B1-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
94	B2-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
95	B3-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
96	B4-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
97	B5-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
98	B6-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
99	B7-SLAB	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
100	B8-SLAB	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
101	B - MECH / ROOF SLAB	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	0%	\$ -
102	B1-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
103	B2-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
104	B3-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
105	B4-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
106	B5-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
107	B6-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
108	B7-ROUGH-IN	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
109	B8-ROUGH-IN	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
110	B - MECH / ROOF ROUGH-IN	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	0%	\$ -
111	B1-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
112	B2-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
113	B3-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
114	B4-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
115	B5-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
116	B6-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
117	B7-FINISHING	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%	\$ -
118	B8-FINISHING	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%	\$ -
119	B - MECH / ROOF FINISH	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%	\$ -
	TOTAL	\$ 6,750,000.00	\$ 6,745,000.00	\$ 6,745,000.00	\$ 0.00	0.00%	\$ 5,000.00

CHANGE ORDERS

	CONTRACT	WORK COMPLETED TO DATE	WORK PREVIOUSLY BILLED	WORK COMPLETED THIS PERIOD \$	WORK COMPLETED THIS PERIOD %	BALANCE TO COMPLETE	
	BREAKDOWN						
1	CHANGE ORDER 15037-02 - Dist/Retail/Gen	\$ 2,679,436.00	\$ 1,429,394.31	\$ 1,429,394.31	\$ -	0%	\$ 1,250,041.69
2	CHANGE ORDER 15037-03 - Occupancy sensors	\$ 3,915.64	\$ 3,915.64	\$ 3,915.64	\$ -	0%	\$ -
3	CHANGE ORDER 15037-04 - SI E-15	\$ 178,457.97	\$ 178,457.97	\$ 178,457.97	\$ -	0%	\$ -
4	CHANGE ORDER 15037-01	\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
5	CHANGE ORDER 019	\$ 8,611.66	\$ 8,611.66	\$ 8,611.66	\$ -	0%	\$ -
6	CHANGE ORDER 018	\$ 947.10	\$ 947.10	\$ 947.10	\$ -	0%	\$ -
7	CO # 22 - SI # E 12 - Metering Conduit	\$ 169,000.00	\$ 169,000.00	\$ 169,000.00	\$ -	0%	\$ -
8	CO # 42 - Off site storage of generator	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ -	0%	\$ -
9	CO # 046 - PCO #0285 Winter heating	\$ 17,145.10	\$ 17,145.10	\$ 17,145.10	\$ -	0%	\$ -
10	CO # 050 - temp washroom heat tracing (grd level)	\$ 3,135.35	\$ 3,135.35	\$ 3,135.35	\$ -	0%	\$ -
11	CO # 056 - change 1 silencer per generator	\$ 28,616.00	\$ 28,616.00	\$ 28,616.00	\$ -	0%	\$ -
12	CO # 071 - SI E-04	\$ 37,762.54	\$ 37,762.54	\$ 37,762.54	\$ -	0%	\$ -
13	CO # 072 - SI E-21	\$ 44,486.90	\$ 44,486.90	\$ 44,486.90	\$ -	0%	\$ -
14	CO # 073 - SI E-08	\$ 16,376.51	\$ 16,376.51	\$ 13,101.21	\$ 3,275.30	20%	\$ -
15	CO # 074 - SI E-06R1	\$ 9,547.38	\$ 9,547.38	\$ 9,547.38	\$ -	0%	\$ -
16	CO # 075 - SI E-02	\$ 222,268.28	\$ 222,268.28	\$ 222,268.28	\$ -	0%	\$ -
17	CO # 076 - SI E-03	\$ 171,911.88	\$ 171,911.88	\$ 171,911.88	\$ -	0%	\$ -
18	CO # 077 - SI E-05	\$ 8,177.94	\$ 8,177.94	\$ 8,177.94	\$ -	0%	\$ -
19	CO # 091 - SI E-16	\$ 131,274.69	\$ 131,274.69	\$ 131,274.69	\$ -	0%	\$ -
20	CO # 096 - SI A-302	\$ 1,675.44	\$ 1,675.44	\$ 1,675.44	\$ -	0%	\$ -
21	CO # 097 - SI A-310	\$ 17,399.36	\$ 15,659.42	\$ 15,659.42	\$ -	0%	\$ 1,739.94
22	CO # 105 - remote water meter readout	\$ 2,499.72	\$ 2,499.72	\$ 2,499.72	\$ -	0%	\$ -
23	CO # 055 - E-01 - heat tracing & drum drips	\$ 419,577.17	\$ 419,577.17	\$ 419,577.17	\$ -	0%	\$ -
24	CO # 138 - Elevator 6 Floors repair	\$ 1,515.36	\$ 1,515.36	\$ 1,515.36	\$ -	0%	\$ -

25	CO-142 - PCO # 198 - Elevator 5 relocate	\$ 2,255.96	\$ 2,255.96	\$ 2,255.96	\$ -	0%	\$ -
26	CO 151 - Power to temp sump pump p4 level	\$ 852.39	\$ 852.39	\$ 852.39	\$ -	0%	\$ -
27	CO 140 - Grd water sfrom piping	\$ 6,751.68	\$ 6,751.68	\$ 6,751.68	\$ -	0%	\$ -
28	CO 201 - SI-E27 PT.1 Stair T Heat Trace	\$ 6,396.93	\$ 6,396.93	\$ 6,396.93	\$ -	0%	\$ -
29	CO 212 - modifications to switchboard	\$ 70,400.00	\$ 70,400.00	\$ 70,400.00	\$ -	0%	\$ -
30	co 226 - Groundwater sump pump connections	\$ 3,204.91	\$ 3,204.91	\$ 3,204.91	\$ -	0%	\$ -
31	co 210 - supply and handling light fixtures	\$ 1,235,842.50	\$ 1,235,842.50	\$ 1,235,842.50	\$ -	0%	\$ -
32	CD-002R1 - wo 20470	\$ 2,273.04	\$ 2,273.04	\$ 2,273.04	\$ -	0%	\$ -
33	CD-002R1 - wo 20471	\$ 3,030.72	\$ 3,030.72	\$ 3,030.72	\$ -	0%	\$ -
34	CD-002R1 - wo 20476	\$ 2,557.17	\$ 2,557.17	\$ 2,557.17	\$ -	0%	\$ -
35	CD-002R1 - wo 20477	\$ 2,462.46	\$ 2,462.46	\$ 2,462.46	\$ -	0%	\$ -
36	CO-304 - ESI-50 additional power to daycare	\$ 2,333.42	\$ 2,333.42	\$ 2,333.42	\$ -	0%	\$ -
37	CO-310 - ESI-47 Daycare garbage chute room	\$ 23,990.82	\$ 23,990.82	\$ 23,990.82	\$ -	0%	\$ -
38	CO-323 - PCO- 0620 Chipping for heat pump	\$ 7,092.22	\$ 7,092.22	\$ 7,092.22	\$ -	0%	\$ -
39	CO-327 - ESI-48 Modifications to stair Z power BAS	\$ 15,252.47	\$ 15,252.47	\$ 15,252.47	\$ -	0%	\$ -
40	CO-328 - ESI-52 Lights in stair A door operators	\$ 6,709.82	\$ 6,709.82	\$ 6,709.82	\$ -	0%	\$ -
41	CO-326 - ESI-27 - part 2 (A209 B1)	\$ 14,016.41	\$ 14,016.41	\$ 11,213.13	\$ 2,803.28	20%	\$ -
42	CO-321 - ESI-42 - Electric heat below grade	\$ 17,222.45	\$ 17,222.45	\$ 17,222.45	\$ -	0%	\$ -
43	CO - 374 - Inviro Retail SI E-3	\$ 84,809.32	\$ 84,809.32	\$ 84,809.32	\$ -	0%	\$ -
44	CO-360-ESI-37 heat tracing for below grade hose bibs	\$ 25,041.57	\$ 25,041.57	\$ 25,041.57	\$ -	0%	\$ -
45	CO-157 - ESI-24 heating, AC, and CO system	\$ 63,525.41	\$ 63,525.41	\$ 57,172.87	\$ 6,352.54	10%	\$ -
46	co-341 - esi pipe tracing, FA zone changes	\$ 50,678.36	\$ 50,678.36	\$ 40,461.09	\$ 10,115.27	20%	\$ -
47	CD-002R1 WO 30391	\$ 1,515.36	\$ 1,515.36	\$ 1,515.36	\$ -	0%	\$ -
48	CD-002R1 WO 30399	\$ 12,416.12	\$ 12,416.12	\$ 12,416.12	\$ -	0%	\$ -
49	Co 261 - T&M to repair conduit in slab	\$ 1,200.89	\$ 1,200.89	\$ 1,200.89	\$ -	0%	\$ -
50	Co 416 - ESI - 41 - Irrigation pump & controllers	\$ 15,903.13	\$ 15,903.13	\$ 14,312.82	\$ 1,590.31	10%	\$ -
51	CO 417 - T&M repair conduit in slab	\$ 9,278.33	\$ 9,278.33	\$ 9,278.33	\$ -	0%	\$ -
52	CO-436 - Power for elevator group 4	\$ 13,036.80	\$ 13,036.80	\$ 13,036.80	\$ -	0%	\$ -
53	CD-002R1 - wo 30402 - conduit locate	\$ 378.84	\$ 378.84	\$ 378.84	\$ -	0%	\$ -
54	CD-002R1 - wo 30403 - conduit locate	\$ 426.20	\$ 426.20	\$ 426.20	\$ -	0%	\$ -
55	CD-002R1 - wo 30395 - lighting removal	\$ 426.20	\$ 426.20	\$ 426.20	\$ -	0%	\$ -
56	CD-002R1 - wo 30408 - pre work for for CD-002R1	\$ 378.84	\$ 378.84	\$ 378.84	\$ -	0%	\$ -
57	CD-002R1 - wo 30409 - Temp feed during work	\$ 2,123.81	\$ 2,123.81	\$ 2,123.81	\$ -	0%	\$ -
58	CD-002R1 - wo 30415 - redo pipe heat trace	\$ 3,025.10	\$ 3,025.10	\$ 3,025.10	\$ -	0%	\$ -
59	CD-002R1 - wo 30418 - wires moved SI-373	\$ 378.84	\$ 378.84	\$ 378.84	\$ -	0%	\$ -
60	CO - 444 Residential garbage chute rm changes E46	\$ 20,898.82	\$ 20,898.82	\$ 20,898.82	\$ -	0%	\$ -
61	CO - 446 Extra cost for garage lights	\$ 19,164.50	\$ 19,164.50	\$ 19,164.50	\$ -	0%	\$ -
62	CO - 447 modification for retail switchboard	\$ 36,500.00	\$ 36,500.00	\$ 36,500.00	\$ -	0%	\$ -
63	CO - 448 changes for IFC set	\$ 58,286.53	\$ 58,286.53	\$ 58,286.53	\$ -	0%	\$ -
64	CO - 479 WO # 30397, 30406,30412, 30420	\$ 49,141.40	\$ 49,141.40	\$ 49,141.40	\$ -	0%	\$ -
65	CD-002R1 - WO # 30417 - Chipping pipes	\$ 3,788.40	\$ 3,788.40	\$ 3,788.40	\$ -	0%	\$ -
66	CO -445 water meter repeater backbone	\$ 38,326.84	\$ 38,326.84	\$ 38,326.84	\$ -	0%	\$ -
67	WO # 30421 - as per CD-002R1	\$ 3,598.98	\$ 3,598.98	\$ 3,598.98	\$ -	0%	\$ -
68	CO-458 - ESI-38 (arch SI-385)	\$ 329,708.78	\$ 329,708.78	\$ 329,708.78	\$ -	0%	\$ -
69	CO-516 - add lights and FA devices -IESI-04	\$ 63,727.99	\$ 63,727.99	\$ 63,727.99	\$ -	0%	\$ -
70	CD-006 - Stage FA system - TBD	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ -	0%	\$ -
71	CO-515 - E5/E7 - add splitter for fluid coolers	\$ 4,458.16	\$ 4,458.16	\$ 4,458.16	\$ -	0%	\$ -
72	CO-514 - ESI 58 - add pumps, fluid cooler splitter	\$ 59,062.31	\$ 59,062.31	\$ 59,062.31	\$ -	0%	\$ -
73	CO-530 - gym exit signs and pull stations SI-E-45	\$ 4,045.81	\$ 4,045.81	\$ 4,045.81	\$ -	0%	\$ -
74	CO-531 - res floor, 1 bedroom to 2 bedroom change	\$ 181,415.66	\$ 181,415.66	\$ 181,415.66	\$ -	0%	\$ -
75	WO # 30430 - CD-002R1	\$ 935.73	\$ 935.73	\$ 935.73	\$ -	0%	\$ -
76	WO # 30433 - CD-002R2	\$ 2,607.88	\$ 2,607.88	\$ 2,607.88	\$ -	0%	\$ -
77	CO # 460 - revise split system - SI E -20	\$ 120,433.96	\$ 120,433.96	\$ 120,433.96	\$ -	0%	\$ -
78	CO # 190 - landscape/arch changes - SI E-26	\$ 102,512.55	\$ 102,512.55	\$ 92,261.30	\$ 10,251.26	10%	\$ -
79	CO-544 - exterior lighting & snow melting	\$ 56,236.71	\$ 44,989.37	\$ 44,989.37	\$ -	0%	\$ 11,247.34
80	CO # 459 - add receptacles kitchen island	\$ 58,951.29	\$ 58,951.29	\$ 58,951.29	\$ -	0%	\$ -
81	CO # 542 - upgrade lighting layouts park/res - E29	\$ 136,382.84	\$ 136,382.84	\$ 136,382.84	\$ -	0%	\$ -
82	CO # 541 - below grade/amenity area lgt changes	\$ 74,651.74	\$ 74,651.74	\$ 74,651.74	\$ -	0%	\$ -
83	CO # 158 - add outdoor ligs in pool amenity	\$ 1,108.40	\$ 1,108.40	\$ 1,108.40	\$ -	0%	\$ -
84	CO # 153 - upgrade suite 645 & 644	\$ 3,010.28	\$ 3,010.28	\$ 3,010.28	\$ -	0%	\$ -
85	CO # 539 - electrical layout revisions Reetail B1-E43	\$ 10,286.86	\$ 10,286.86	\$ 9,258.17	\$ 1,028.69	10%	\$ -
86	CO # 537 - ESI-39 - items to be suspended	\$ 70,523.37	\$ 70,523.37	\$ 70,523.37	\$ -	0%	\$ -
87	CO # 540 - add below grade heating, elev rm change	\$ 90,234.96	\$ 90,234.96	\$ 90,234.96	\$ -	0%	\$ -
88	CO # 167 - Install power metering for suites	\$ 48,260.00	\$ 43,434.00	\$ 43,434.00	\$ -	0%	\$ 4,826.00
89	CO # 188 - light bollards for landscaping	\$ 34,273.65	\$ 34,273.65	\$ 34,273.65	\$ -	0%	\$ -
90	CO # 189 - lighting changes P1 truck entrance	\$ 10,689.43	\$ 10,689.43	\$ 10,689.43	\$ -	0%	\$ -
91	CO # 579 - Added heaters, pumps, connections etc	\$ 55,242.28	\$ 55,242.28	\$ 55,242.28	\$ -	0%	\$ -
92	CO # 461 - Revised building B1-B7 suite layout	\$ 55,486.70	\$ 55,486.70	\$ 55,486.70	\$ -	0%	\$ -
93	CO # 578 - add auto door openers	\$ 68,682.16	\$ 68,682.16	\$ 68,682.16	\$ -	0%	\$ -
94	CO # 187 - Additional devices ESI-11	\$ 23,868.25	\$ 23,868.25	\$ 23,868.25	\$ -	0%	\$ -
95	CO # 463 - Heat trace to bicycle path	\$ 15,046.52	\$ 15,046.52	\$ 15,046.52	\$ -	0%	\$ -
96	CO # 462 - Exterior lighting changes - ESI-10	\$ 32,694.42	\$ 32,694.42	\$ 32,694.42	\$ -	0%	\$ -
97	CO # 586 - additional under counter lights	\$ 137,890.87	\$ 137,890.87	\$ 137,890.87	\$ -	0%	\$ -
98	CD-002R1 - WO # 30427	\$ 10,358.43	\$ 10,358.43	\$ 10,358.43	\$ -	0%	\$ -
99	CO-504 - misc items added to drawings	\$ 91,497.14	\$ 91,497.14	\$ 91,497.14	\$ -	0%	\$ -
100	CD-009 - WO # 30437	\$ 1,704.78	\$ 1,704.78	\$ 1,704.78	\$ -	0%	\$ -
101	CD-009 - WO # 30439	\$ 3,314.85	\$ 3,314.85	\$ 3,314.85	\$ -	0%	\$ -
102	CD-009 - WO # 30442	\$ 4,444.54	\$ 4,444.54	\$ 4,444.54	\$ -	0%	\$ -
103	CD-009 - WO # 30443	\$ 4,584.59	\$ 4,584.59	\$ 4,584.59	\$ -	0%	\$ -
104	CR-802 - retail leasing changes SI 373R1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
105	CO-787 - repair damaged conduit & boxes	\$ 1,550.47	\$ 1,550.47	\$ 1,550.47	\$ -	0%	\$ -
106	CO-568 - SI E-19	\$ 56,147.58	\$ 56,147.58	\$ 42,110.69	\$ 14,036.90	25%	\$ -
107	CO-792 - conduit & wiring for city of TO water meter	\$ 4,014.97	\$ 4,014.97	\$ 4,014.97	\$ -	0%	\$ -
108	CO-708 - SI E-28	\$ 47,464.85	\$ 47,464.85	\$ 35,598.64	\$ 11,866.21	25%	\$ -
109	CO-450.1 - negative amount	\$ (562,436.00)	\$ (562,436.00)	\$ (562,436.00)	\$ -	0%	\$ -
110	CO-449 - negative amount	\$ (330,000.00)	\$ (330,000.00)	\$ (247,500.00)	\$ (82,500.00)	25%	\$ -
111	CD-006 -30435	\$ 3,720.99	\$ 3,720.99	\$ 3,720.99	\$ -	0%	\$ -

112	CD-006-30446	\$ 4,035.48	\$ 4,035.48	\$ 4,035.48	\$ -	0%	\$ -
113	CD-009 - WO 30440	\$ 4,116.12	\$ 4,116.12	\$ 4,116.12	\$ -	0%	\$ -
114	CD-009 - WO 30441	\$ 3,030.72	\$ 3,030.72	\$ 3,030.72	\$ -	0%	\$ -
115	CO 562 - Heat tracing for sprinklers	\$ 25,370.22	\$ 25,370.22	\$ 25,370.22	\$ -	0%	\$ -
116	CO 827 - T & M relocate electrical outlets	\$ 1,183.88	\$ 1,183.88	\$ 1,183.88	\$ -	0%	\$ -
117	CO 828 - Extend ceiling mounted devices	\$ 8,126.17	\$ 8,126.17	\$ 8,126.17	\$ -	0%	\$ -
118	CO 789 - T & M power for cameras	\$ 3,498.90	\$ 3,498.90	\$ 3,498.90	\$ -	0%	\$ -
119	CO 653 - 2x2 conduits for Longos	\$ 10,734.75	\$ 10,734.75	\$ 10,734.75	\$ -	0%	\$ -
120	REVERSE LINE 70 - CD-006 - Stage FA system - TBD	\$ (48,000.00)	\$ (48,000.00)	\$ (48,000.00)	\$ -	0%	\$ -
121	REVERSE LINE 104 - CR-802 - retail leasing changes S	\$ (50,000.00)	\$ (50,000.00)	\$ (50,000.00)	\$ -	0%	\$ -
122	CD - 009 - WO # 30454	\$ 3,290.25	\$ 3,290.25	\$ 3,290.25	\$ -	0%	\$ -
123	CO - 906 - Added 75KVA transformer - E-66	\$ 32,304.90	\$ 32,304.90	\$ 32,304.90	\$ -	0%	\$ -
124	CO-907 - smoke evacuation fan east	\$ 23,848.43	\$ 23,848.43	\$ 23,848.43	\$ -	0%	\$ -
125	CO-913 - Temporary power	\$ 27,310.47	\$ 27,310.47	\$ 27,310.47	\$ -	0%	\$ -
126	CO-961 - power and FA requirments - ESI-14	\$ 11,865.50	\$ 11,865.50	\$ 8,899.13	\$ 2,966.38	25%	\$ -
127	CO-962 - Smoke & evacuation fan west - ESI-15	\$ 104,223.60	\$ 104,223.60	\$ 104,223.60	\$ -	0%	\$ -
128	CD-009 - WO # 24219	\$ 6,168.59	\$ 6,168.59	\$ 6,168.59	\$ -	0%	\$ -
129	CD-009 - WO # 24229	\$ 3,222.54	\$ 3,222.54	\$ 3,222.54	\$ -	0%	\$ -
130	CD-009 - WO # 24227	\$ 21,900.00	\$ 21,900.00	\$ 21,900.00	\$ -	0%	\$ -
131	WO # 24222 CD - 29	\$ 1,704.78	\$ 1,704.78	\$ 1,704.78	\$ -	0%	\$ -
132	CO # 908 -power to communication conduit - ESI-12	\$ 53,563.38	\$ 53,563.38	\$ 53,563.38	\$ -	0%	\$ -
133	CO # 1032- winners and daycare power	\$ 70,194.33	\$ 70,194.33	\$ 70,194.33	\$ -	0%	\$ -
134	CO # - 960 - inviro retail ESI-13	\$ 10,754.73	\$ 10,754.73	\$ 5,377.37	\$ 5,377.37	50%	\$ -
135	CO # 958 - inviro retail ESI - 8	\$ 37,036.63	\$ 37,036.63	\$ 18,518.32	\$ 18,518.32	50%	\$ -
136	CO # 957 - inviro retail ESI - 5	\$ 21,864.62	\$ -	\$ -	\$ -	0%	\$ 21,864.62
137	CD 029 - WO # 30460	\$ 6,061.44	\$ 6,061.44	\$ 6,061.44	\$ -	0%	\$ -
138	CD 010 - WO # 31960	\$ 4,070.34	\$ 4,070.34	\$ 4,070.34	\$ -	0%	\$ -
139	CO-1066 - T & M work	\$ 22,688.15	\$ 22,688.15	\$ 22,688.15	\$ -	0%	\$ -
140	CO - 1012 - Temp power distribution	\$ 317,109.62	\$ 317,109.62	\$ 317,109.62	\$ -	0%	\$ -
141	CO - 1085 - T & M work	\$ 36,968.58	\$ 36,968.58	\$ 36,968.58	\$ -	0%	\$ -
142	CD045 - wo # 24231- heat trace 3 pipes at load dock	\$ 9,018.93	\$ 9,018.93	\$ 9,018.93	\$ -	0%	\$ -
143	CD010 - Wo # 31981-31988	\$ 45,412.85	\$ 45,412.85	\$ 45,412.85	\$ -	0%	\$ -
144		\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
145	CO - 1220 - additional pumps SI A-703-ESI-6	\$ 45,532.12	\$ 45,532.12	\$ 45,532.12	\$ -	0%	\$ -
146	DELETED - CD - 071	\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
147	CO - 1216 - add hot water tank power	\$ 9,167.26	\$ 9,167.26	\$ 9,167.26	\$ -	0%	\$ -
148	CO - 1216 - add L5 exterior light at exit door	\$ 4,109.09	\$ 2,876.36	\$ 2,876.36	\$ -	0%	\$ 1,232.73
149	CO - 1214 - add smoke detectors for make up air	\$ 8,587.26	\$ 8,587.26	\$ 8,587.26	\$ -	0%	\$ -
150	CO - 1222 - add retail heat pump connections ESI-10	\$ 6,379.47	\$ 6,379.47	\$ 6,379.47	\$ -	0%	\$ -
151	CO--1213 - add lights in suites walkin closet ESI-68	\$ 4,577.47	\$ 4,577.47	\$ 4,577.47	\$ -	0%	\$ -
152	CO - 1212 - add auto door operators	\$ 6,160.61	\$ 6,160.61	\$ 6,160.61	\$ -	0%	\$ -
153	CCN - Jan OT - CD-029 wo # 33246, 33247	\$ 12,271.59	\$ 12,271.59	\$ 12,271.59	\$ -	0%	\$ -
154	CO-1102 - additional FA switches	\$ 18,752.21	\$ 18,752.21	\$ 18,752.21	\$ -	0%	\$ -
155	CO - 1208 - add retail canopy signage	\$ 21,874.38	\$ 21,874.38	\$ 16,405.79	\$ 5,468.60	25%	\$ -
156	CO - 905 - fire alarm changes	\$ 22,396.91	\$ 22,396.91	\$ 22,396.91	\$ -	0%	\$ -
157	CO-1211 - add heat tracing power for dampersESI-63	\$ 65,728.19	\$ 65,728.19	\$ 65,728.19	\$ -	0%	\$ -
158	CO - 1210 - add receptacles in kitchen ESI-62	\$ 11,797.72	\$ 11,797.72	\$ 11,797.72	\$ -	0%	\$ -
159	CO - 1209 -exterior lighting, lighting control pnt ESI56	\$ 33,633.33	\$ 33,633.33	\$ 33,633.33	\$ -	0%	\$ -
160	WO # 31966 - CD 009R1	\$ 7,201.96	\$ 7,201.96	\$ 7,201.96	\$ -	0%	\$ -
161	CD - 006 - Wo 33248 & 33249	\$ 8,017.52	\$ 8,017.52	\$ 8,017.52	\$ -	0%	\$ -
162	Feb OT - 33246, 33247 - CD -029	\$ 3,641.15	\$ 3,641.15	\$ 3,641.15	\$ -	0%	\$ -
163	CD-010 - WO # 33251	\$ 8,752.05	\$ 8,752.05	\$ 8,752.05	\$ -	0%	\$ -
164		\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
165	Co-1369	\$ 29,726.94	\$ 29,726.94	\$ 29,726.94	\$ -	0%	\$ -
166	WO # 31994- CD-045	\$ 2,381.08	\$ 2,381.08	\$ 2,381.08	\$ -	0%	\$ -
167	WO # 31979/31978 - SI-781, CO # 1420	\$ 27,312.23	\$ 27,312.23	\$ 27,312.23	\$ -	0%	\$ -
168	WO # 33228 - CD-104 winners wall cut	\$ 5,547.56	\$ 5,547.56	\$ 5,547.56	\$ -	0%	\$ -
169	WO # 33230/33232 - CD-006	\$ 9,325.59	\$ 9,325.59	\$ 9,325.59	\$ -	0%	\$ -
170	WO # 33226 - Barrier free suites re & re - CD-71	\$ 20,318.88	\$ 20,318.88	\$ 20,318.88	\$ -	0%	\$ -
171	WO # 33238 - FA OT - CD-029	\$ 5,419.26	\$ 5,419.26	\$ 5,419.26	\$ -	0%	\$ -
172	CO # 1434 - ESI-83 -WO 31978/31979	\$ 6,002.85	\$ 6,002.85	\$ 6,002.85	\$ -	0%	\$ -
173		\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
174	CO-1479 - PCO 1535 - power to irrigation pumps	\$ 8,947.58	\$ 8,947.58	\$ 8,947.58	\$ -	0%	\$ -
175	CO-1438 - ESI-76 - power conn for motorized damper	\$ 2,207.96	\$ 2,207.96	\$ 2,207.96	\$ -	0%	\$ -
176	CO-1431 - PCO-1499 power to multiplex site trailer	\$ 4,077.32	\$ 4,077.32	\$ 4,077.32	\$ -	0%	\$ -
177	CO-1459 - ESI-E16 - common lobbies update	\$ 58,200.99	\$ 46,560.79	\$ 46,560.79	\$ -	0%	\$ 11,640.20
178	CO-1223 - Power & telecom for Longos	\$ 80,756.01	\$ 80,756.01	\$ 80,756.01	\$ -	0%	\$ -
179	CO-1407 - ESIR-23R - Power & telecom for Shoppers	\$ 39,112.68	\$ 39,112.68	\$ 39,112.68	\$ -	0%	\$ -
180	CO-1412 - Power & telecom for petsmart	\$ 26,559.72	\$ 26,559.72	\$ 18,591.80	\$ 7,967.92	30%	\$ -
181	CO - 1568 - SI 73 - Stair P - lighting, power	\$ 10,860.07	\$ 10,860.07	\$ 10,860.07	\$ -	0%	\$ -
182	CO-1432 - SI-22 - power for escalator	\$ 26,508.15	\$ 20,406.52	\$ 15,304.89	\$ 5,101.63	20%	\$ 5,101.63
183	CO-1435 - SI-80 - mech space	\$ 19,449.73	\$ 19,449.73	\$ 3,889.95	\$ 15,559.78	80%	\$ -
184	CO-1425 - change conduit & wires - elevators	\$ 5,150.45	\$ 5,150.45	\$ 2,675.23	\$ 2,675.23	50%	\$ -
185	WO # 33921 - CD-10 - Pipe for security contractor	\$ 18,289.99	\$ 18,289.99	\$ 18,289.99	\$ -	0%	\$ -
186	WO # 33922 - CD-10 - Pipe for security contractor	\$ 17,163.50	\$ 17,163.50	\$ 17,163.50	\$ -	0%	\$ -
187	WO # 33923 - CD-10 - Pipe for security contractor	\$ 17,979.14	\$ 17,979.14	\$ 17,979.14	\$ -	0%	\$ -
188	WO # 33932 - CD-10 - Pipe for elevator shaft	\$ 3,070.67	\$ 3,070.67	\$ 3,070.67	\$ -	0%	\$ -
189	WO # 33933 - CD-10 - Pipe for elevator shaft	\$ 3,212.09	\$ 3,212.09	\$ 3,212.09	\$ -	0%	\$ -
190	WO # 33934 - CD-10 - Pipe for sec to group 7 elev mec	\$ 2,626.05	\$ 2,626.05	\$ 2,626.05	\$ -	0%	\$ -
191	WO # 33935 - CD-10 - install panel for elevator 9	\$ 803.95	\$ 803.95	\$ 803.95	\$ -	0%	\$ -
192	WO # 33936 - CD-10 - install recept at security panel	\$ 621.10	\$ 621.10	\$ 621.10	\$ -	0%	\$ -
193	WO # 33937 - CD-10 - pipe wire for security elev 4	\$ 1,152.64	\$ 1,152.64	\$ 1,152.64	\$ -	0%	\$ -
194	WO # 33938 - CD-10 - install conduit elev 11 to bldg c	\$ 3,843.87	\$ 3,843.87	\$ 3,843.87	\$ -	0%	\$ -
195	CO # 1218 - room signs in the main lobby	\$ 1,859.55	\$ 1,859.55	\$ 1,859.55	\$ -	0%	\$ -
196	CO # 1440 - ESI - 69, maglocks, dampers, fire alarm	\$ 27,762.13	\$ 27,762.13	\$ -	\$ 27,762.13	100%	\$ -
197	CO # 1424 - SI E-4 - snow melting on west ramp	\$ 33,093.32	\$ 18,546.66	\$ -	\$ 16,546.66	50%	\$ 16,546.66
198	CO # 1436 - ESI - 79 - lighting power, fire alarm etc	\$ 40,934.26	\$ 20,467.13	\$ -	\$ 20,467.13	50%	\$ 20,467.13

199	CD-032 -WO # 25673 - MPH plugs for chemical equip	\$ 1,898.90	\$ 1,898.90	\$ -	\$ 1,898.90	100%	\$ -
200		0 \$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
TOTAL		\$ 9,090,962.10	\$ 7,746,254.17	\$ 7,837,224.39	\$ 109,029.78	1.199%	\$ 1,344,707.93

TOTAL	\$ 15,840,962.10	\$ 14,491,254.17	\$ 14,382,224.39	\$ 109,029.78	0.688%	\$ 1,349,707.93
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OVERALL SUMMARY	
CONTRACT AMOUNT	\$ 15,840,962.10
PREVIOUSLY BILLED	\$ (12,944,001.95)
CURRENT PROGRESS	\$ (98,126.81)
CONTRACT BALANCE WIR	\$ 2,798,833.35

THIS MONTH SUMMARY	
PROGRES BILL FOR THIS MONTH	\$ 109,029.78
RETAINAGE	\$ (10,902.98)
SUBTOTAL	\$ 98,126.81
HST	\$ 12,756.48
TOTAL	\$ 110,883.29

Statutory Declaration of Progress Payment Distribution by Contractor

Standard Construction Document

CCDC 9A - 2001

To be made by the Contractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or
- release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 46
 dated the 27 day of May,
 in the year 2019.

Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

KING HIGH LINE, 1100 KING STREET, TORONTO, ONT.
(ELECTRICAL INSTALLATIONS AS PER DRAWINGS DIVISION #16)

Date of Contract: 20 JULY 2015
Day Month Year

Name of Owner
KINGSCLUB DEVELOPMENT INC.

Name of Contractor
SPEEDY ELECTRICAL CONTRACTORS LTD.

Identification of Declarant

Name of Declarant
TINA PASSERO

Position or Title (of office held with Contractor)
SECRETARY TREASURER

Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in WOODBRIDGE, ONT. this 12TH day of July
City/Town and Province

in the year 2019

Signature of Declarant

(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

Giuseppe Gareri, Notary Public
Regional Municipality of York, limited to the attestation
of instruments and the taking of affidavits, for
Sybaris Ventures Inc., c/o Gareri Travel Agency.
Expires March 17, 2020.

The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.



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Copyright 2001

Canadian Construction Documents Committee



eclearance

Clearance Certificate

Search results

Contractor Legal / Trade Name	Contractor Address	Contractor Classification Unit and Description	Clearance certificate number	Validity period (dd-mm-yyyy)	Principal Legal / Trade Name	Principal Address
<u>SPEEDY ELECTRICAL CONTRACTORS LIMITED</u>	114 A CASTER AVE, WOODBIDGE, ON, L4L5Y9, CA	1000-001: Non-Exempt Partners and Executive Officers in Rate Group 704 4261-000: Electrical Work	E200000G4SCU	29-May-2019 to 19-Aug-2019	<u>MULTIPLEX CONSTRUCTION CANADA LTD.</u>	130 KING STREET WEST SUITE # 2350, TORONTO, ON, M5X 3S3, CAN

[Back](#)



eclearance

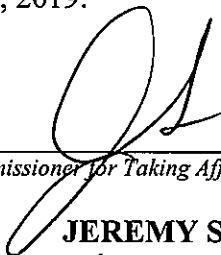
Clearance Certificate

Search results

Contractor Legal / Trade Name	Contractor Address	Contractor Classification Unit and Description	Clearance certificate number	Validity period (dd-mm-yyyy)	Principal Legal / Trade Name	Principal Address
<u>SPEEDY ELECTRICAL CONTRACTORS LIMITED</u>	114 A CASTER AVE, WOODBIDGE, ON, L4L5Y9, CA	1000-001: Non-Exempt Partners and Executive Officers in Rate Group 704 4261-000: Electrical Work	E200000G4SMA	29-May-2019 to 19-Aug-2019	<u>KINGSCLUB DEVELOPMENT INC.</u>	85 HANNA AVE., SUITE # 400, TORONTO, ON, M6K 3S3, CAN

[Back](#)

This is Exhibit "K" referred to in the Affidavit of Marco Bucci sworn September 4, 2019.



Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS



ELECTRICAL CONTRACTORS LIMITED

114A Caster Ave., Woodbridge, Ontario L4L 5Y9

Tel: 905-264-2344 Fax: 905-264-1158

Toll Free: 1-888-605-1525

SOLD TO: KINGSCLUB DEVELOPMENT INC./MULTIPLEX
 C/O MULTIPLEX CONSTRUCTION CANADA LTD.
 130 KING STREET WEST
 SUITE # 2350
 TORONTO ON MSX 2A2

RE: KINGSCLUB
 PROGRESS # 49 HOLD BACK

(647) 449-2008

DATE	SALESMAN	YOUR ORDER No.	OUR ORDER No.	SHIPPED VIA	TERMS
30-Jul-2019			34581		Net 30 days
QUANTITY ORDERED	DESCRIPTION			UNIT PRICE	AMOUNT
1.00	CONTRACT AMOUNT \$15,840,962.10 PREVIOUSLY BILLED \$13,042,128.75 CURRENT PROGRESS \$ 1,449,125.42 CONTRACT BALANCE W/R \$ 1,637,511.72 RETAINAGE			1,449,125.42	1,449,125.42
	NET TOTAL				1,449,125.42
	HST Number 10496 0299 RT0001			HST	188,386.30
TOTAL \$					1,637,511.72

INVOICE
 No 30138

Kingsclub

FR: SPEEDY ELECTRICAL CONTRACTORS

Sonia Ciarelli
 sciarelli@speedyelectric.ca
 fax: 905-264-1158

MAURIZIO
 GERALDO

INVOICE # 30138
 DATE 7/22/2019
 DRAW # 49 HB

PROGRESS DRAW

	CONTRACT	WORK COMPLETED TO DATE	WORK PREVIOUSLY BILLED	WORK COMPLETED THIS PERIOD \$	WORK COMPLETED THIS PERIOD %	BALANCE TO COMPLETE
BREAKDOWN						
1	PERMITS, DRAWINGS	\$ 50,000.00	\$ 45,000.00	\$ 45,000.00	0%	\$ 5,000.00
2	TEMPORARY SERVICE & POWER	\$ 22,800.00	\$ 22,800.00	\$ 22,800.00	0%	\$ -
3	HIGH VOLTAGE - SWITCHGEAR	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
4	HIGH VOLTAGE - TRANSFORMERS	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
5	HIGH VOLTAGE - FEEDER	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
6	DISTRIBUTION - RETAIL	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
7	DISTRIBUTION - MAIN SWITCHBOARDS/POWER TRANS	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
8	DISTRIBUTION - TRANSFORMERS	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	0%	\$ -
9	DISTRIBUTION - ROOF SWITCHBOARD	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	0%	\$ -
10	DISTRIBUTION - MISC. PANELS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	0%	\$ -
11	DISTRIBUTION - SUITE RISER PANELS	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	0%	\$ -
12	DISTRIBUTION - SUITE PANELS	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	0%	\$ -
13	DISTRIBUTION INSTALLATION	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	0%	\$ -
14	FIRE ALARM - MAIN PANEL	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	0%	\$ -
15	FIRE ALARM - DEVICES	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	0%	\$ -
16	FIRE ALARM - VERIFICATION	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	0%	\$ -
17	GEN SET SUPPLY - A	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	0%	\$ -
18	GEN SET SUPPLY - B	\$ 291,200.00	\$ 291,200.00	\$ 291,200.00	0%	\$ -
19	GEN SET INSTALLATION	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	0%	\$ -
20	RAMP HEATING	\$ 118,000.00	\$ 118,000.00	\$ 118,000.00	0%	\$ -
21	P4-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	0%	\$ -
22	P3-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	0%	\$ -
23	P2-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	0%	\$ -
24	P1-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	0%	\$ -
25	P4-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	0%	\$ -
26	P3-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	0%	\$ -
27	P2-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	0%	\$ -
28	P1-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	0%	\$ -
29	P4-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	0%	\$ -
30	P3-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	0%	\$ -
31	P2-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	0%	\$ -
32	P1-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	0%	\$ -
33	RETAIL A1 - REFER TO C.O # 15037-02	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
34	RETAIL A2 / KING - REFER TO C.O # 15037-02	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
35	RETAIL B1 - REFER TO C.O # 15037-02	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
36	RETAIL B2 - REFER TO C.O # 15037-02	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
37	NON-RES B1 - REFER TO C.O # 15037-02	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
38	BUILDING 'A'			\$ -		
39	A1-SLAB	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	0%	\$ -
40	A2-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
41	A3-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
42	A4-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
43	A5-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
44	A6-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
45	A7-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
46	A8-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
47	A9-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
48	A10-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
49	A11-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	0%	\$ -
50	A12-SLAB	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	0%	\$ -
51	A13-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	0%	\$ -
52	A14-SLAB	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	0%	\$ -
53	A15-SLAB	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	0%	\$ -
54	A16-SLAB	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	0%	\$ -
55	A - MECH / ROOF SLAB	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	0%	\$ -
56				\$ -		
57	A1-ROUGH-IN	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	0%	\$ -
58	A2-ROUGH-IN	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	0%	\$ -
59	A3-ROUGH-IN	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	0%	\$ -
60	A4-ROUGH-IN	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	0%	\$ -
61	A5-ROUGH-IN	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	0%	\$ -
62	A6-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	0%	\$ -
63	A7-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	0%	\$ -
64	A8-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	0%	\$ -
65	A9-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	0%	\$ -
66	A10-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	0%	\$ -
67	A11-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	0%	\$ -
68	A12-ROUGH-IN	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	0%	\$ -

69	A13-ROUGH-IN	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ -	0%	\$ -
70	A14-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
71	A15-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
72	A16-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
73	A - MECH / ROOF ROUGH-IN	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	0%	\$ -
74							
75	A1-FINISHING	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
76	A2-FINISHING	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
77	A3-FINISHING	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
78	A4-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
79	A5-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
80	A6-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
81	A7-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
82	A8-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
83	A9-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
84	A10-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
85	A11-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
86	A12-FINISHING	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
87	A13-FINISHING	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	0%	\$ -
88	A14-FINISHING	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
89	A15-FINISHING	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
90	A16-FINISHING	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
91	A - MECH / ROOF FINISH	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	0%	\$ -
92	BUILDING 'B' WEST						
93	B1-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
94	B2-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
95	B3-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
96	B4-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
97	B5-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
98	B6-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
99	B7-SLAB	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
100	B8-SLAB	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
101	B - MECH / ROOF SLAB	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	0%	\$ -
102	B1-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
103	B2-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
104	B3-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
105	B4-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
106	B5-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
107	B6-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
108	B7-ROUGH-IN	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
109	B8-ROUGH-IN	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
110	B - MECH / ROOF ROUGH-IN	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	0%	\$ -
111	B1-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
112	B2-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
113	B3-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
114	B4-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
115	B5-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
116	B6-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
117	B7-FINISHING	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%	\$ -
118	B8-FINISHING	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%	\$ -
119	B - MECH / ROOF FINISH	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%	\$ -
	TOTAL	\$ 6,750,000.00	\$ 6,745,000.00	\$ 6,745,000.00	\$ -	0.000%	\$ 5,000.00

CHANGE ORDERS

	CONTRACT	WORK COMPLETED TO DATE	WORK PREVIOUSLY BILLED	WORK COMPLETED THIS PERIOD \$	WORK COMPLETED THIS PERIOD %	BALANCE TO COMPLETE	
BREAKDOWN							
1	CHANGE ORDER 15037-02 - Dist/Retail/Gen	\$ 2,679,438.00	\$ 1,429,394.31	\$ 1,429,394.31	\$ -	0%	\$ 1,250,041.69
2	CHANGE ORDER 15037-03 - Occupancy sensors	\$ 3,915.64	\$ 3,915.64	\$ 3,915.64	\$ -	0%	\$ -
3	CHANGE ORDER 15037-04 - SI E-15	\$ 178,457.97	\$ 178,457.97	\$ 178,457.97	\$ -	0%	\$ -
4	CHANGE ORDER 15037-01	\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
5	CHANGE ORDER 019	\$ 8,611.66	\$ 8,611.66	\$ 8,611.66	\$ -	0%	\$ -
6	CHANGE ORDER 018	\$ 947.10	\$ 947.10	\$ 947.10	\$ -	0%	\$ -
7	CO # 22 - SI # E 12 - Metering Conduit	\$ 169,000.00	\$ 169,000.00	\$ 169,000.00	\$ -	0%	\$ -
8	CO # 42 - Off site storage of generator	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ -	0%	\$ -
9	CO # 046 - PCO #0285 Winter heating	\$ 17,145.10	\$ 17,145.10	\$ 17,145.10	\$ -	0%	\$ -
10	CO # 050 - temp washroom heat tracing (grd level)	\$ 3,135.35	\$ 3,135.35	\$ 3,135.35	\$ -	0%	\$ -
11	CO # 056 - change 1 silencer per generator	\$ 28,616.00	\$ 28,616.00	\$ 28,616.00	\$ -	0%	\$ -
12	CO # 071 - SI E-04	\$ 37,762.54	\$ 37,762.54	\$ 37,762.54	\$ -	0%	\$ -
13	CO # 072 - SI E-21	\$ 44,486.90	\$ 44,486.90	\$ 44,486.90	\$ -	0%	\$ -
14	CO # 073 - SI E-08	\$ 16,376.51	\$ 16,376.51	\$ 16,376.51	\$ -	0%	\$ -
15	CO # 074 - SI E-06R1	\$ 9,547.38	\$ 9,547.38	\$ 9,547.38	\$ -	0%	\$ -
16	CO # 075 - SI E-02	\$ 222,268.28	\$ 222,268.28	\$ 222,268.28	\$ -	0%	\$ -
17	CO # 076 - SI E-03	\$ 171,911.88	\$ 171,911.88	\$ 171,911.88	\$ -	0%	\$ -
18	CO # 077 - SI E-05	\$ 8,177.94	\$ 8,177.94	\$ 8,177.94	\$ -	0%	\$ -
19	CO # 091 - SI E-16	\$ 131,274.69	\$ 131,274.69	\$ 131,274.69	\$ -	0%	\$ -
20	CO # 096 - SI A-302	\$ 1,675.44	\$ 1,675.44	\$ 1,675.44	\$ -	0%	\$ -
21	CO # 097 - SI A-310	\$ 17,399.36	\$ 15,659.42	\$ 15,659.42	\$ -	0%	\$ 1,739.94
22	CO # 105 - remote water meter readout	\$ 2,499.72	\$ 2,499.72	\$ 2,499.72	\$ -	0%	\$ -
23	CO # 058 - E-01 - heat tracing & drum drips	\$ 419,577.17	\$ 419,577.17	\$ 419,577.17	\$ -	0%	\$ -
24	CO # 136 - Elevator 6 Floors repair	\$ 1,515.36	\$ 1,515.36	\$ 1,515.36	\$ -	0%	\$ -

25	CO-142 -PCO # 198 - Elevator 5 relocate	\$ 2,255.96	\$ 2,255.96	\$ 2,255.96	\$ -	0%	\$ -
26	CO 151 - Power to temp sump pump p4 level	\$ 852.39	\$ 852.39	\$ 852.39	\$ -	0%	\$ -
27	CO 140 - Grd water sfrom piping	\$ 6,751.68	\$ 6,751.68	\$ 6,751.68	\$ -	0%	\$ -
28	CO 201 - SI-E27 Pt.1 Stair T Heat Trace	\$ 6,396.93	\$ 6,396.93	\$ 6,396.93	\$ -	0%	\$ -
29	CO 212 - modifications to switchboard	\$ 70,400.00	\$ 70,400.00	\$ 70,400.00	\$ -	0%	\$ -
30	co 226 - Groundwater sump pump connections	\$ 3,204.91	\$ 3,204.91	\$ 3,204.91	\$ -	0%	\$ -
31	co 210 - supply and handling light fixtures	\$ 1,235,842.50	\$ 1,235,842.50	\$ 1,235,842.50	\$ -	0%	\$ -
32	CD-002R1 - wo 20470	\$ 2,273.04	\$ 2,273.04	\$ 2,273.04	\$ -	0%	\$ -
33	CD-002R1 - wo 20471	\$ 3,030.72	\$ 3,030.72	\$ 3,030.72	\$ -	0%	\$ -
34	CD-002R1 - wo 20476	\$ 2,557.17	\$ 2,557.17	\$ 2,557.17	\$ -	0%	\$ -
35	CD-002R1 - wo 20477	\$ 2,462.46	\$ 2,462.46	\$ 2,462.46	\$ -	0%	\$ -
36	CO-304 - ESI-50 additional power to daycare	\$ 2,333.42	\$ 2,333.42	\$ 2,333.42	\$ -	0%	\$ -
37	CO-310 - ESI-47 Daycare garbage chute room	\$ 23,990.82	\$ 23,990.82	\$ 23,990.82	\$ -	0%	\$ -
38	CO-323 -PCO- 0620 Chipping for heat pump	\$ 7,092.22	\$ 7,092.22	\$ 7,092.22	\$ -	0%	\$ -
39	CO-327 - ESI-48 Modifications to stair Z power BAS	\$ 15,252.47	\$ 15,252.47	\$ 15,252.47	\$ -	0%	\$ -
40	CO-328 - ESI-52 Lights in stair A door operators	\$ 6,709.82	\$ 6,709.82	\$ 6,709.82	\$ -	0%	\$ -
41	CO-326 - ESI-27 - part 2 (A209 B1)	\$ 14,016.41	\$ 14,016.41	\$ 14,016.41	\$ -	0%	\$ -
42	CO-321 - ESI-42 - Electric heat below grade	\$ 17,222.45	\$ 17,222.45	\$ 17,222.45	\$ -	0%	\$ -
43	CO - 374 - Inviro Retail SI E-3	\$ 84,809.32	\$ 84,809.32	\$ 84,809.32	\$ -	0%	\$ -
44	CO-380-ESI-37 heat tracing for below grade hose bibs	\$ 25,041.57	\$ 25,041.57	\$ 25,041.57	\$ -	0%	\$ -
45	CO-157 - ESI-24 heating, AC, and CO system	\$ 63,525.41	\$ 63,525.41	\$ 63,525.41	\$ -	0%	\$ -
46	co-341 - esi pipe tracing, FA zone changes	\$ 50,576.36	\$ 50,576.36	\$ 50,576.36	\$ -	0%	\$ -
47	CD-002R1 WO 30391	\$ 1,515.36	\$ 1,515.36	\$ 1,515.36	\$ -	0%	\$ -
48	CD-002R1 WO 30399	\$ 12,416.12	\$ 12,416.12	\$ 12,416.12	\$ -	0%	\$ -
49	Co 261 - T&M to repair conduit in slab	\$ 1,200.89	\$ 1,200.89	\$ 1,200.89	\$ -	0%	\$ -
50	Co 416 - ESI - 41 - Irrigation pump & controllers	\$ 15,903.13	\$ 15,903.13	\$ 15,903.13	\$ -	0%	\$ -
51	CO 417 - T&M repair conduit in slab	\$ 9,278.33	\$ 9,278.33	\$ 9,278.33	\$ -	0%	\$ -
52	CO-436 - Power for elevator group 4	\$ 13,036.80	\$ 13,036.80	\$ 13,036.80	\$ -	0%	\$ -
53	CD-002R1 - wo 30402 - conduit locate	\$ 378.84	\$ 378.84	\$ 378.84	\$ -	0%	\$ -
54	CD-002R1 - wo 30403 - conduit locate	\$ 426.20	\$ 426.20	\$ 426.20	\$ -	0%	\$ -
55	CD-002R1 - wo 30395 - lighting removal	\$ 426.20	\$ 426.20	\$ 426.20	\$ -	0%	\$ -
56	CD-002R1 - wo 30408 - pre work for CD-002R1	\$ 378.84	\$ 378.84	\$ 378.84	\$ -	0%	\$ -
57	CD-002R1 - wo 30409 - Temp feed during work	\$ 2,123.81	\$ 2,123.81	\$ 2,123.81	\$ -	0%	\$ -
58	CD-002R1 - wo 30415 - redo pipe heat trace	\$ 3,025.10	\$ 3,025.10	\$ 3,025.10	\$ -	0%	\$ -
59	CD-002R1 - wo 30418 - wires moved SI-373	\$ 378.84	\$ 378.84	\$ 378.84	\$ -	0%	\$ -
60	CO - 444 Residential garbage chute rm changes E46	\$ 20,898.82	\$ 20,898.82	\$ 20,898.82	\$ -	0%	\$ -
61	CO - 446 Extra cost for garage lights	\$ 19,164.50	\$ 19,164.50	\$ 19,164.50	\$ -	0%	\$ -
62	CO - 447 modification for retail switchboard	\$ 36,500.00	\$ 36,500.00	\$ 36,500.00	\$ -	0%	\$ -
63	CO - 448 changes for IFC set	\$ 58,286.53	\$ 58,286.53	\$ 58,286.53	\$ -	0%	\$ -
64	CO - 479 WO # 30397, 30408,30412, 30420	\$ 49,141.40	\$ 49,141.40	\$ 49,141.40	\$ -	0%	\$ -
65	CD-002R1 - WO # 30417 - Chipping pipes	\$ 3,788.40	\$ 3,788.40	\$ 3,788.40	\$ -	0%	\$ -
66	CO - 445 water meter repeater backbone	\$ 38,326.84	\$ 38,326.84	\$ 38,326.84	\$ -	0%	\$ -
67	WO # 30421 - as per CD-002R1	\$ 3,598.98	\$ 3,598.98	\$ 3,598.98	\$ -	0%	\$ -
68	CO-456 - ESI-38 (arch SI-385)	\$ 329,708.78	\$ 329,708.78	\$ 329,708.78	\$ -	0%	\$ -
69	CO-516 - add lights and FA devices -ESI-04	\$ 63,727.99	\$ 63,727.99	\$ 63,727.99	\$ -	0%	\$ -
70	CD-006 - Stage FA system - TBD	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ -	0%	\$ -
71	CO-515 - ESI/E7 - add splitter for fluid coolers	\$ 4,458.16	\$ 4,458.16	\$ 4,458.16	\$ -	0%	\$ -
72	CO-514 - ESI 58 - add pumps, fluid cooler splitter	\$ 59,062.31	\$ 59,062.31	\$ 59,062.31	\$ -	0%	\$ -
73	CO-530 - gym exit signs and pull stations SI-E-45	\$ 4,045.81	\$ 4,045.81	\$ 4,045.81	\$ -	0%	\$ -
74	CO-531 - res floor, 1 bedroom to 2 bedroom change	\$ 181,415.66	\$ 181,415.66	\$ 181,415.66	\$ -	0%	\$ -
75	WO # 30430 - CD-002R1	\$ 935.73	\$ 935.73	\$ 935.73	\$ -	0%	\$ -
76	WO # 30433 - CD-002R2	\$ 2,607.88	\$ 2,607.88	\$ 2,607.88	\$ -	0%	\$ -
77	CO # 460 - revise split system - SI E-20	\$ 120,433.96	\$ 120,433.96	\$ 120,433.96	\$ -	0%	\$ -
78	CO # 190 - landscape/arch changes - SI E-26	\$ 102,512.55	\$ 102,512.55	\$ 102,512.55	\$ -	0%	\$ -
79	CO-544 - exterior lighing & snow melting	\$ 58,236.71	\$ 44,989.37	\$ 44,989.37	\$ -	0%	\$ 11,247.34
80	CO # 459 - add receptacles kitchen island	\$ 58,951.29	\$ 58,951.29	\$ 58,951.29	\$ -	0%	\$ -
81	CO # 542 - upgrade lighing layouts park/res - E29	\$ 136,382.84	\$ 136,382.84	\$ 136,382.84	\$ -	0%	\$ -
82	CO # 541 - below grade/amenity area lig changes	\$ 74,651.74	\$ 74,651.74	\$ 74,651.74	\$ -	0%	\$ -
83	CO # 158 - add outdoor ligs in pool amenity	\$ 1,108.40	\$ 1,108.40	\$ 1,108.40	\$ -	0%	\$ -
84	CO # 153 - upgrade suite 645 & 644	\$ 3,010.28	\$ 3,010.28	\$ 3,010.28	\$ -	0%	\$ -
85	CO # 539 - electrical layout revisions Retail B1-E43	\$ 10,286.86	\$ 10,286.86	\$ 10,286.86	\$ -	0%	\$ -
86	CO # 537 - ESI-39 - items to be suspended	\$ 70,523.37	\$ 70,523.37	\$ 70,523.37	\$ -	0%	\$ -
87	CO # 540 - add below grade heating, elev rm change	\$ 90,234.96	\$ 90,234.96	\$ 90,234.96	\$ -	0%	\$ -
88	CO # 167 - install power metering for suites	\$ 48,260.00	\$ 43,434.00	\$ 43,434.00	\$ -	0%	\$ 4,826.00
89	CO # 188 - light bollards for landscaping	\$ 34,273.65	\$ 34,273.65	\$ 34,273.65	\$ -	0%	\$ -
90	CO # 189 - lighing changes P1 truck entrance	\$ 10,689.43	\$ 10,689.43	\$ 10,689.43	\$ -	0%	\$ -
91	CO # 579 - Added heaters, pumps, connections etc	\$ 55,242.28	\$ 55,242.28	\$ 55,242.28	\$ -	0%	\$ -
92	CO # 461 - Revised building B1-B7 suite layout	\$ 55,486.70	\$ 55,486.70	\$ 55,486.70	\$ -	0%	\$ -
93	CO # 578 - add auto door openers	\$ 68,682.16	\$ 68,682.16	\$ 68,682.16	\$ -	0%	\$ -
94	CO # 187 - Additional devices ESI-11	\$ 23,868.25	\$ 23,868.25	\$ 23,868.25	\$ -	0%	\$ -
95	CO # 463 - Heat trace to bicycle path	\$ 15,046.52	\$ 15,046.52	\$ 15,046.52	\$ -	0%	\$ -
96	CO # 462 - Exterior lighing changes - ESI-10	\$ 32,694.42	\$ 32,694.42	\$ 32,694.42	\$ -	0%	\$ -
97	CO # 586 - additional under counter lights	\$ 137,890.87	\$ 137,890.87	\$ 137,890.87	\$ -	0%	\$ -
98	CD-002R1 - WO # 30427	\$ 10,358.43	\$ 10,358.43	\$ 10,358.43	\$ -	0%	\$ -
99	CO-604 - misc items added to drawings	\$ 91,497.14	\$ 91,497.14	\$ 91,497.14	\$ -	0%	\$ -
100	CD-009 - WO # 30437	\$ 1,704.78	\$ 1,704.78	\$ 1,704.78	\$ -	0%	\$ -
101	CD-009 - WO # 30439	\$ 3,314.85	\$ 3,314.85	\$ 3,314.85	\$ -	0%	\$ -
102	CD-009 - WO # 30442	\$ 4,444.54	\$ 4,444.54	\$ 4,444.54	\$ -	0%	\$ -
103	CD-009 - WO # 30443	\$ 4,584.59	\$ 4,584.59	\$ 4,584.59	\$ -	0%	\$ -
104	CR-802 - retail leasing changes SI 373R1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
105	CO-787 - repair damaged conduit & boxes	\$ 1,550.47	\$ 1,550.47	\$ 1,550.47	\$ -	0%	\$ -
106	CO-588 - SI E-19	\$ 56,147.58	\$ 56,147.58	\$ 56,147.58	\$ -	0%	\$ -
107	CO-792 - conduit & wiring for city of TO water meter	\$ 4,014.97	\$ 4,014.97	\$ 4,014.97	\$ -	0%	\$ -
108	CO-708 - SI E-28	\$ 47,464.85	\$ 47,464.85	\$ 47,464.85	\$ -	0%	\$ -
109	CO-450.1 - negative amount	\$ (562,436.00)	\$ (562,436.00)	\$ (562,436.00)	\$ -	0%	\$ -
110	CO-449 - negative amount	\$ (330,000.00)	\$ (330,000.00)	\$ (330,000.00)	\$ -	0%	\$ -
111	CD-006 -30435	\$ 3,720.99	\$ 3,720.99	\$ 3,720.99	\$ -	0%	\$ -

112	CD-006 -30446	\$	4,035.48	\$	4,035.48	\$	4,035.48	\$	-	0%	\$	-	
113	CD-009 - WO 30440	\$	4,118.12	\$	4,118.12	\$	4,118.12	\$	-	0%	\$	-	
114	CD-009 - WO 30441	\$	3,030.72	\$	3,030.72	\$	3,030.72	\$	-	0%	\$	-	
115	CO 562 - Heat tracing for sprinklers	\$	25,370.22	\$	25,370.22	\$	25,370.22	\$	-	0%	\$	-	
116	CO 827 - T & M relocate electrical outlets	\$	1,183.88	\$	1,183.88	\$	1,183.88	\$	-	0%	\$	-	
117	CO 828 - Extend ceiling mounted devices	\$	8,126.17	\$	8,126.17	\$	8,126.17	\$	-	0%	\$	-	
118	CO 789 - T & M power for cameras	\$	3,498.90	\$	3,498.90	\$	3,498.90	\$	-	0%	\$	-	
119	CO 653 - 2x2 conduits for Longos	\$	10,734.75	\$	10,734.75	\$	10,734.75	\$	-	0%	\$	-	
120	REVERSE LINE 70 - CD-006 - Stage FA system - TBD	\$	(48,000.00)	\$	(48,000.00)	\$	(48,000.00)	\$	-	0%	\$	-	
121	REVERSE LINE 104 - CR-802 - retail leasing changes S	\$	(50,000.00)	\$	(50,000.00)	\$	(50,000.00)	\$	-	0%	\$	-	
122	CD - 009 - WO # 30454	\$	3,290.25	\$	3,290.25	\$	3,290.25	\$	-	0%	\$	-	
123	CO - 906 - Added 75KVA transformer - E-66	\$	32,304.90	\$	32,304.90	\$	32,304.90	\$	-	0%	\$	-	
124	CO-907 - smoke evacuation fan east	\$	23,848.43	\$	23,848.43	\$	23,848.43	\$	-	0%	\$	-	
125	CO-913 - Temporary power	\$	27,310.47	\$	27,310.47	\$	27,310.47	\$	-	0%	\$	-	
126	CO-961 - power and FA requirements - ESI-14	\$	11,865.50	\$	11,865.50	\$	11,865.50	\$	-	0%	\$	-	
127	CO-962 - Smoke & evacuation fan west - ESI-15	\$	104,223.60	\$	104,223.60	\$	104,223.60	\$	-	0%	\$	-	
128	CD-009 - WO # 24219	\$	6,168.59	\$	6,168.59	\$	6,168.59	\$	-	0%	\$	-	
129	CD-009 - WO # 24229	\$	3,222.54	\$	3,222.54	\$	3,222.54	\$	-	0%	\$	-	
130	CD-009 - WO # 24227	\$	21,900.00	\$	21,900.00	\$	21,900.00	\$	-	0%	\$	-	
131	WO # 24222 CD - 29	\$	1,704.78	\$	1,704.78	\$	1,704.78	\$	-	0%	\$	-	
132	CO # 908 - power to communication conduit - ESI-12	\$	53,563.38	\$	53,563.38	\$	53,563.38	\$	-	0%	\$	-	
133	CO # 1032 - winners and daycare power	\$	70,194.33	\$	70,194.33	\$	70,194.33	\$	-	0%	\$	-	
134	CO # - 960 - Inviro retail ESI-13	\$	10,754.73	\$	10,754.73	\$	10,754.73	\$	-	0%	\$	-	
135	CO # 958 - Inviro retail ESI - 8	\$	37,036.63	\$	37,036.63	\$	37,036.63	\$	-	0%	\$	-	
136	CO # 957 - Inviro retail ESI - 5	\$	21,864.62	\$	-	\$	-	\$	-	0%	\$	21,864.62	
137	CD 029 - WO # 30460	\$	6,061.44	\$	6,061.44	\$	6,061.44	\$	-	0%	\$	-	
138	CD 010 - WO # 31960	\$	4,070.34	\$	4,070.34	\$	4,070.34	\$	-	0%	\$	-	
139	CO-1066 - T & M work	\$	22,888.15	\$	22,888.15	\$	22,888.15	\$	-	0%	\$	-	
140	CO - 1012 - Temp power distribution	\$	317,109.62	\$	317,109.62	\$	317,109.62	\$	-	0%	\$	-	
141	CO - 1085 - T & M work	\$	36,968.58	\$	36,968.58	\$	36,968.58	\$	-	0%	\$	-	
142	CD045 - wo # 24231 - heat trace 3 pipes at load dock	\$	9,018.93	\$	9,018.93	\$	9,018.93	\$	-	0%	\$	-	
143	CD010 - Wo # 31981-31988	\$	45,412.85	\$	45,412.85	\$	45,412.85	\$	-	0%	\$	-	
144		0	\$	0.00	\$	-	\$	-	-	0%	\$	0.00	
145	CO - 1220 - additional pumps SI A-703 - ESI-6	\$	45,532.12	\$	45,532.12	\$	45,532.12	\$	-	0%	\$	-	
146	DELETED - CD - 071	\$	0.00	\$	0.00	\$	0.00	\$	-	0%	\$	-	
147	CO - 1216 - add hot water tank power	\$	9,167.26	\$	9,167.26	\$	9,167.26	\$	-	0%	\$	-	
148	CO - 1215 - add L5 exterior light at exit door	\$	4,109.09	\$	2,876.36	\$	2,876.36	\$	-	0%	\$	1,232.73	
149	CO - 1214 - add smoke detectors for make up air	\$	8,587.26	\$	8,587.26	\$	8,587.26	\$	-	0%	\$	-	
150	CO - 1222 - add retail heat pump connections ESI-10	\$	6,379.47	\$	6,379.47	\$	6,379.47	\$	-	0%	\$	-	
151	CO--1213 - add lights in suites walkin closet ESI-68	\$	4,577.47	\$	4,577.47	\$	4,577.47	\$	-	0%	\$	-	
152	CO - 1212 - add auto door operators	\$	6,160.61	\$	6,160.61	\$	6,160.61	\$	-	0%	\$	-	
153	CCN - Jan OT - CD-029 wo # 33246, 33247	\$	12,271.59	\$	12,271.59	\$	12,271.59	\$	-	0%	\$	-	
154	CO-1102 - additional FA switches	\$	18,752.21	\$	18,752.21	\$	18,752.21	\$	-	0%	\$	-	
155	CO - 1208 - add retail canopy signage	\$	21,874.38	\$	21,874.38	\$	21,874.38	\$	-	0%	\$	-	
156	CO - 905 - fire alarm changes	\$	22,396.91	\$	22,396.91	\$	22,396.91	\$	-	0%	\$	-	
157	CO-1211 - add heat tracing/ power for dampers ESI-63	\$	65,728.19	\$	65,728.19	\$	65,728.19	\$	-	0%	\$	-	
158	CO - 1210 - add receptacles in kitchen ESI-62	\$	11,797.72	\$	11,797.72	\$	11,797.72	\$	-	0%	\$	-	
159	CO - 1209 - exterior lighting, lighting control pni ESI56	\$	33,633.33	\$	33,633.33	\$	33,633.33	\$	-	0%	\$	-	
160	WO # 31966 - CD 009R1	\$	7,201.96	\$	7,201.96	\$	7,201.96	\$	-	0%	\$	-	
161	CD - 006 - Wo 33248 & 33249	\$	8,017.52	\$	8,017.52	\$	8,017.52	\$	-	0%	\$	-	
162	Feb OT - 33246, 33247 - CD -029	\$	3,641.15	\$	3,641.15	\$	3,641.15	\$	-	0%	\$	-	
163	CD-010 - WO # 33251	\$	8,752.05	\$	8,752.05	\$	8,752.05	\$	-	0%	\$	-	
164		0	\$	0.00	\$	-	\$	-	-	0%	\$	0.00	
165	Co-1383	\$	29,726.94	\$	29,726.94	\$	29,726.94	\$	-	0%	\$	-	
166	WO # 31994 - CD-045	\$	2,381.08	\$	2,381.08	\$	2,381.08	\$	-	0%	\$	-	
167	WO # 31979/31978 - SI-781, CO # 1420	\$	27,312.23	\$	27,312.23	\$	27,312.23	\$	-	0%	\$	-	
168	Wo # 33228 - CD-104 winners wall cut	\$	5,547.56	\$	5,547.56	\$	5,547.56	\$	-	0%	\$	-	
169	WO # 33230/33232 - CD-006	\$	9,325.59	\$	9,325.59	\$	9,325.59	\$	-	0%	\$	-	
170	WO # 33226 - Barrier free outlets re & re - CD-71	\$	20,318.88	\$	20,318.88	\$	20,318.88	\$	-	0%	\$	-	
171	WO # 33238 - FA OT - CD-029	\$	5,419.26	\$	5,419.26	\$	5,419.26	\$	-	0%	\$	-	
172	CO # 1434 - ESI-83 -WO 31978/31979	\$	6,002.85	\$	6,002.85	\$	6,002.85	\$	-	0%	\$	-	
173		0	\$	0.00	\$	0.00	\$	0.00	\$	-	0%	\$	-
174	CO-1479 - PCO 1535 - power to irrigation pumps	\$	8,947.58	\$	8,947.58	\$	8,947.58	\$	-	0%	\$	-	
175	CO-1438 - ESI-76 - power conn for motorized damper	\$	2,207.96	\$	2,207.96	\$	2,207.96	\$	-	0%	\$	-	
176	CO-1431 - PCO-1499 power to multiplex site trailer	\$	4,077.32	\$	4,077.32	\$	4,077.32	\$	-	0%	\$	-	
177	CO-1459 - ESI -E16 - common lobbies update	\$	58,200.99	\$	46,560.79	\$	46,560.79	\$	-	0%	\$	11,640.20	
178	CO-1223 - Power & telecom for Longos	\$	80,756.01	\$	80,756.01	\$	80,756.01	\$	-	0%	\$	-	
179	CO-1407 - ESIR-23R - Power & telecom for Shoppers	\$	39,112.68	\$	39,112.68	\$	39,112.68	\$	-	0%	\$	-	
180	CO-1412 - Power & telecom for pelsmart	\$	26,559.72	\$	26,559.72	\$	26,559.72	\$	-	0%	\$	-	
181	CO- 1568 - SI 73 - Stair P - lighting, power	\$	10,860.07	\$	10,860.07	\$	10,860.07	\$	-	0%	\$	-	
182	CO-1432 - SI-22 - power for escalator	\$	25,508.15	\$	20,406.52	\$	20,406.52	\$	-	0%	\$	5,101.63	
183	CO-1435 - SI-80 - mech space	\$	19,449.73	\$	19,449.73	\$	19,449.73	\$	-	0%	\$	-	
184	CO-1425 - change conduit & wires - elevators	\$	5,150.45	\$	5,150.45	\$	5,150.45	\$	-	0%	\$	-	
185	WO # 33921 - CD-10 - Pipe for security contractor	\$	18,289.99	\$	18,289.99	\$	18,289.99	\$	-	0%	\$	-	
186	WO # 33922 - CD-10 - Pipe for security contractor	\$	17,163.50	\$	17,163.50	\$	17,163.50	\$	-	0%	\$	-	
187	WO # 33923 - CD-10 - Pipe for security contractor	\$	17,979.14	\$	17,979.14	\$	17,979.14	\$	-	0%	\$	-	
188	WO # 33932 - CD-10 - Pipe for elevator shaft	\$	3,070.67	\$	3,070.67	\$	3,070.67	\$	-	0%	\$	-	
189	WO # 33933 - CD-10 - Pipe for elevator shaft	\$	3,212.09	\$	3,212.09	\$	3,212.09	\$	-	0%	\$	-	
190	WO # 33934 - CD-10 - Pipe for sec to group 7 elev mec	\$	2,626.05	\$	2,626.05	\$	2,626.05	\$	-	0%	\$	-	
191	WO # 33935 - CD-10 - install panel for elevator 9	\$	803.95	\$	803.95	\$	803.95	\$	-	0%	\$	-	
192	WO # 33936 - CD-10 - install recept at security panel	\$	621.10	\$	621.10	\$	621.10	\$	-	0%	\$	-	
193	WO # 33937 - CD-10 - pipe wire for security elev 4	\$	1,152.64	\$	1,152.64	\$	1,152.64	\$	-	0%	\$	-	
194	WO # 33938 - CD-10 - install conduit elev 11 to bldg c	\$	3,843.87	\$	3,843.87	\$	3,843.87	\$	-	0%	\$	-	
195	CO # 1218 - room signs in the main lobby	\$	1,859.55	\$	1,859.55	\$	1,859.55	\$	-	0%	\$	-	
196	CO # 1440 - ESI - 69, meglocks, dampers, fire alarm	\$	27,762.13	\$	27,762.13	\$	27,762.13	\$	-	0%	\$	-	
197	CO # 1424 - SI E-4 - snow melting on west ramp	\$	33,093.32	\$	16,546.66	\$	16,546.66	\$	-	0%	\$	16,546.66	
198	CO # 1436 - ESI - 79 - lighting power, fire alarm etc	\$	40,934.26	\$	20,467.13	\$	20,467.13	\$	-	0%	\$	20,467.13	

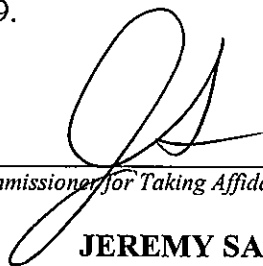
199	CD-032 -WO # 25673 - MPH plugs for chemical equip	\$ 1,898.90	\$ 1,898.90	\$ 1,898.90	\$ -	0%	\$ -
200		0 \$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
TOTAL		\$ 9,090,962.10	\$ 7,746,254.17	\$ 7,746,254.17	\$ -	0.000%	\$ 1,344,707.93

TOTAL	\$ 15,840,962.10	\$ 14,491,254.17	\$ 14,491,254.17	\$ -	0.000%	\$ 1,349,707.93
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OVERALL SUMMARY	
CONTRACT AMOUNT	\$ 15,840,962.10
PREVIOUSLY BILLED	\$ (13,042,128.75)
CURRENT PROGRESS	\$ (1,449,125.42)
CONTRACT BALANCE W/R	\$ 1,349,707.93

THIS MONTH SUMMARY	
PROGRES BILL FOR THIS MONTH	\$ -
RETAINAGE	\$ 1,449,125.42
SUBTOTAL	\$ 1,449,125.42
HST	\$ 188,386.30
TOTAL	\$ 1,637,511.72

This is Exhibit "L" referred to in the Affidavit of Marco Bucci sworn September 4, 2019.



Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS


ELECTRICAL CONTRACTORS LIMITED

114A Caster Ave., Woodbridge, Ontario L4L 5Y9

Tel: 905-264-2344 Fax: 905-264-1158

Toll Free: 1-888-605-1525

SOLD TO: **KINGSCLUB DEVELOPMENT INC.**
C/O MULTIPLEX CONSTRUCTION CANADA LTD.
130 KING STREET WEST
SUITE # 2350
TORONTO ON M5X 2A2

 RE: **KINGSCLUB**

(647) 449-2008

DATE	SALESMAN	YOUR ORDER No.	OUR ORDER No.	SHIPPED VIA	TERMS
08-Aug-2019			34628		Net 30 days
QUANTITY ORDERED	DESCRIPTION			UNIT PRICE	AMOUNT
1.00	CHANGE ORDER # 1427 PCO #1345 REPAIR DAMAGED CONDUITS & WIRE IN EXPANSION JOINTS AT P1 & P4 LEVEL			48,207.86	48,207.86
1.00	RETAINAGE			-4,820.79	-4,820.79
				NET TOTAL	43,387.07
HST Number 10496 0299 RT0001				HST	5,640.32
TOTAL					\$49,027.39

INVOICE
Nº 30184

Change Order-1427

The following is an amendment to the Contract stating the agreement between the Owner and the Contractor upon a change in the Work and the adjustments in the Contract Price and Contract Time.

Change Order	CO-1427	Date	July 24, 2019
Prepared by	Povys Alodi		
Project	King High Line		
Attention	Sarah Heppinstall/Speedy Electric/Anthony Lee		
Subject	PCO #1345 - Repair and re-run damaged conduits & wire in expansion		

Description:
 PCO #1345 Repair damaged conduits & wire in expansion joints at P1 & P4 levels

Reason:
 The original conduit and wires embedded in the concrete slab within the expansion joint recess were damaged by the waterproofing subcontractor, and were required to be re-run.

References:
 Change Request No. 1289

Contract Time Implications:
 Schedule: None

Cost Implications - Refer attached build up for detailed breakdown
 The Contract Price is increased by the sum of **\$48,207.86**
 Applicable Component of The Contract Sum: **Electrical**

Notes:
 Exclusions / Qualifications:
 Attachments: Speedy quotation dated April 10, 2019 - Work Orders 24221, 31989, 31990

Authority (office use only)

Change status	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Rejected	<input type="checkbox"/> Resubmit
Accepted by the Contractor	Signed: <i>[Signature]</i>	Print: ANTHONY LEE	Date: <i>Aug 01, 2019</i>
Accepted by the Owner	Signed: <i>[Signature]</i>	Print: SARAH HEPPINSTALL	Date: <i>July 25/19</i>

CHANGE NOTICE

Speedy Electrical Contractors Ltd.
114 Caster Ave
Woodbridge, ON L4H 1J6

CCN # 24221, 31989, 31990
Date: 10/04/2019
Project Name: KING CLUB
Project Number: KING CLUB
Page Number: 1

Client Address:

Brookfield Multiplex Construction Canada Ltd.
130 King St. W. Suite 2350 Toronto, ON. M5X 2A2

Work Description

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

We will supply and install all materials, labor, and equipment as per your instructions on <WO #24221, 31989, 31990>.

All the security equipment including wires to be done by others, All concrete chipping, patching, openings to be done by others,

All the LED continuous linear strip and vapour type 'F7" LED fixtures to be supplied by others,

WE WILL NOT PROCEED WITH THE EXTRA WORK UNTIL THE SI HAS BEEN APPROVED.

REPAIRS FOR EXPANSION JOINT DAMAGE

Itemized Breakdown

WO #24221

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
1/2" CONDUIT - EMT	65	118.00 C	76.70	3.48 C	2.26
#18- 5P AWM-105 (F/A) CABLE	70	564.55 M	39.52	8.25 M	0.58
4x2 1/8" OCT EXT RING COMB KO	2	1,126.46 C	22.53	12.50 C	0.25
WO #24221 REPAIR HOURS	1	0.00 E	0.00	12.91 E	12.91
Totals	138		138.75		16.00

WO #31989

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
1" CONDUIT - EMT	500	331.00 C	1,655.00	5.06 C	25.30
1" CONN SS DC - EMT	72	204.04 C	146.91	15.00 C	10.80
#10 T90/TW75 (THHN)	6,600	318.21 M	2,100.19	7.06 M	46.60
#14 T90/TW75 SOLID GREEN	528	126.80 M	66.95	5.73 M	3.03
6x 6x 4"-SCREW CVR BOX NEMA 1	3	18.00 E	54.00	0.75 E	2.25
12x12x 4"-SCREW CVR BOX NEMA 1	2	35.50 E	71.00	1.00 E	2.00
WO #31989 RE AND RE HOURS	1	0.00 E	0.00	150.02 E	150.02
Totals	7,706		4,094.05		239.99

WO #31990

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
1" CONDUIT - EMT	470	331.00 C	1,555.70	5.06 C	23.78
1" COUPLING SS DC - EMT	52	261.03 C	135.74	6.25 C	3.25
6x 6x 4"-SCREW CVR BOX NEMA 1	2	18.00 E	36.00	0.75 E	1.50
10x10x 4"-SCREW CVR BOX NEMA 1	1	27.00 E	27.00	0.87 E	0.87
WO #31990 RE AND RE HOURS	1	0.00 E	0.00	150.60 E	150.60
Totals	526		1,754.44		180.00

Summary

General Materials		5,987.23
Material Total		5,987.23
JOURNEYMAN (435.99 Hrs @ \$82.00)		35,751.18

CHANGE NOTICE**Speedy Electrical Contractors Ltd.**114 Caster Ave
Woodbridge, ON L4H 1J6CCN # 24221, 31989, 31990
Project Name: KING CLUB
Project Number: KING CLUB
Page Number: 2**Summary (Cont'd)**

Subtotal		41,738.41
Overhead	(@ 5.000 %)	2,086.92
Markup	(@ 10.000 %)	4,382.53
		<hr/>
Subtotal		48,207.86
HST	(@ 13.000 %)	6,267.02
		<hr/>
Final Amount		\$54,474.88

No 31989

WORK ORDER



ELECTRICAL CONTRACTORS LIMITED

114A Caster Avenue, Woodbridge, Ontario L4L 5Y9
 1-888-605-1525 905-264-2344 Fax: 905-264-1158
 info@speedyelectric.ca

MATERIAL		
QUANTITY	DESCRIPTION	AMOUNT
500'	1" EMT PIPE	
60"	1" EMT COUPLINGS	
2	12X12X4 BOXES	
3	6X6 BOXES	
12	1" CONNECTORS	
2000M	#10 T90	
140M	#14 GREEN	
TOTAL		

TO: BROOKFIELD MULTIPLEX

RE: PI PARKING

ORDER NO.:

BY:

DATE ORDERED OCT 2 2018

DATE COMPLETE OCT 13 2018

DESCRIPTION OF WORK

INSTALL 2 1" PIPES FROM MAIN ELECTRICAL ROOM PANEL B TO PI J.B.

REPULL WIRES AND REMOVE TEMPORARY PANEL

PIPE DAMAGED AT EXPENSION

WORK DONE BY: MARK, DAVE M., JELKO GABE AL DANNY D.

JOINT

THIS IS TO VALIDATE WORK PERFORMED ONLY. THIS DOES NOT CONSTITUTE APPROVAL OF ANY GOODS OR WORKMANSHIP OR EXTRA TO THE CONTRACT

APR 09 2019

SITE

CONDITION

PIKE TO

MULTIPLEX

FOR RECORD PURPOSES ONLY

CUSTOMER'S SIGNATURE

Drawn By:

IMPORTANT:

DO NOT SIGN RECEIPT WITHOUT CAREFUL EXAMINATION

TOTAL LABOUR HRS

240 HOURS

LABOUR COST

LABOUR

MATERIAL

TRUCK EXPENSE

GST

TOTAL

WHITE - FILE COPY
 YELLOW - INVOICE COPY
 PINK - CUSTOMER'S COPY

No 31990

WORK ORDER



ELECTRICAL CONTRACTORS LIMITED

114A Caster Avenue, Woodbridge, Ontario L4L 5Y9
 1-888-605-1525 905-264-2344 Fax: 905-264-1158
 info@speedyelectric.ca

MATERIAL		
QUANTITY	DESCRIPTION	AMOUNT
470'	1" EMT PIPE	
52	1" EMT COUPLING	
2	6X6 BOXES	
480'	30/c FALWIGE	
1	10X10 BOX	

TO: BROOKFIELD MULTIPLEX

RE: PI PARKING EXH. FANS
CB CONTROLS

ORDER NO.: _____ BY: _____

DATE ORDERED OCT 2 2018 DATE COMPLETE OCT 13 2018

DESCRIPTION OF WORK

REPIPE FOR EXH. FAN CONTROLS
FROM MAIN ELECTRICAL ROOM
TO EXH. FAN. PIPE DAMAGED
AT EXPANSION JOINT

TOTAL

WORK DONE BY: MARK, DAVE. M. JELKO
DANNY LUI, GALE DANNY D.

FOR RECORD
 CUSTOMER'S SIGNATURE **PURPOSES ONLY**

THIS IS TO VALIDATE WORK PERFORMED. ONLY THIS
 DOES NOT CONSTITUTE APPROVAL. ANY COSTS
 OR CHARGES WORK IS EXTRA TO THE CONTRACT

APR 09 2019

Reviewed By _____

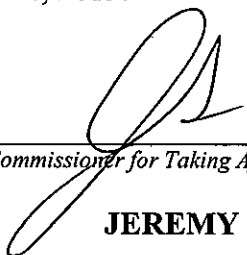
SITE
CONDITION
PRIOR TO
MULTIPLEX

IMPORTANT:
 DO NOT SIGN RECEIPT WITHOUT
 CAREFUL EXAMINATION

WHITE - FILE COPY
 YELLOW - INVOICE COPY
 PINK - CUSTOMER'S COPY

TOTAL LABOUR HRS.	LABOUR COST	
<u>180 HOURS</u>	LABOUR	
	MATERIAL	
	TRUCK EXPENSE	
	GST	
	TOTAL	

This is Exhibit "M" referred to in the Affidavit of Marco Bucci sworn September 4, 2019.



Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS


ELECTRICAL CONTRACTORS LIMITED

114A Caster Ave., Woodbridge, Ontario L4L 5Y9

Tel: 905-264-2344 Fax: 905-264-1158

Toll Free: 1-888-605-1525

SOLD TO: **KINGSCLUB DEVELOPMENT INC.**
C/O MULTIPLEX CONSTRUCTION CANADA LTD.
130 KING STREET WEST
SUITE # 2350
TORONTO ON M5X 2A2

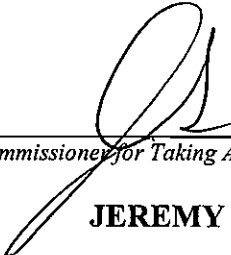
 RE: **KINGSCLUB**

(647) 449-2008

DATE	SALESMAN	YOUR ORDER No.	OUR ORDER No.	SHIPPED VIA	TERMS
08-Aug-2019			34629		Net 30 days
QUANTITY ORDERED	DESCRIPTION			UNIT PRICE	AMOUNT
1.00	TO BILL FOR RETAINAGE RE CHANGE ORDER # 1427 INVOICE # 30184 RETAINAGE			4,820.79	4,820.79
	NET TOTAL				4,820.79
	HST Number 10496 0299 RT0001			HST	626.70
TOTAL					\$5,447.49

INVOICE
Nº 30185

This is Exhibit "N" referred to in the Affidavit of Marco Bucci sworn September 4, 2019.



Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS


ELECTRICAL CONTRACTORS LIMITED

114A Caster Ave., Woodbridge, Ontario L4L 5Y9

Tel: 905-264-2344 Fax: 905-264-1158

Toll Free: 1-888-605-1525

SOLD TO: KINGSCLUB DEVELOPMENT INC./MULTIPLEX
 C/O MULTIPLEX CONSTRUCTION CANADA LTD.
 130 KING STREET WEST
 SUITE # 2350
 TORONTO ON MSX 2A2

RE: KINGSCLUB
 PROGRESS # 50

(647) 449-2008

DATE	SALESMAN	YOUR ORDER No.	OUR ORDER No.	SHIPPED VIA	TERMS
21-Aug-2019			34677		Net 30 days
QUANTITY ORDERED	DESCRIPTION			UNIT PRICE	AMOUNT
1.00	CONTRACT AMOUNT \$15,840,962.10 PREVIOUSLY BILLED \$14,491,254.17 CURRENT PROGRESS \$ 68,818.59 CONTRACT BALANCE W/R \$1,280,889.34			76,465.10	76,465.10
1.00	RETAINAGE			-7,646.51	-7,646.51
	NET TOTAL				68,818.59
	HST Number 10496 0299 RT0001			HST	8,946.42
				TOTAL	\$77,765.01

INVOICE
 No 30214

Kingsclub

FR: SPEEDY ELECTRICAL CONTRACTORS

Sonia Clarelli
 sclarelli@speedyelectric.ca
 fax: 905-264-1158

MAURIZIO
 GERALDO

INVOICE # 30214
 DATE 8/16/2019
 DRAW # 50

PROGRESS DRAW

	CONTRACT	WORK COMPLETED TO DATE	WORK PREVIOUSLY BILLED	WORK COMPLETED THIS PERIOD \$	WORK COMPLETED THIS PERIOD %	BALANCE TO COMPLETE
BREAKDOWN						
1	PERMITS, DRAWINGS	\$ 50,000.00	\$ 45,000.00	\$ 45,000.00	\$ - 0%	\$ 5,000.00
2	TEMPORARY SERVICE & POWER	\$ 22,800.00	\$ 22,800.00	\$ 22,800.00	\$ - 0%	\$ -
3	HIGH VOLTAGE - SWITCHGEAR	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
4	HIGH VOLTAGE - TRANSFORMERS	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
5	HIGH VOLTAGE - FEEDER	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
6	DISTRIBUTION - RETAIL	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
7	DISTRIBUTION - MAIN SWITCHBOARDS/POWER TRANS	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
8	DISTRIBUTION - TRANSFORMERS	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ - 0%	\$ -
9	DISTRIBUTION - ROOF SWITCHBOARD	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ - 0%	\$ -
10	DISTRIBUTION - MISC. PANELS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ - 0%	\$ -
11	DISTRIBUTION - SUITE RISER PANELS	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
12	DISTRIBUTION - SUITE PANELS	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ - 0%	\$ -
13	DISTRIBUTION INSTALLATION	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ - 0%	\$ -
14	FIRE ALARM - MAIN PANEL	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ - 0%	\$ -
15	FIRE ALARM - DEVICES	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ - 0%	\$ -
16	FIRE ALARM - VERIFICATION	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ - 0%	\$ -
17	GEN SET SUPPLY - A	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ - 0%	\$ -
18	GEN SET SUPPLY - B	\$ 291,200.00	\$ 291,200.00	\$ 291,200.00	\$ - 0%	\$ -
19	GEN SET INSTALLATION	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ - 0%	\$ -
20	RAMP HEATING	\$ 118,000.00	\$ 118,000.00	\$ 118,000.00	\$ - 0%	\$ -
21	P4-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ - 0%	\$ -
22	P3-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ - 0%	\$ -
23	P2-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ - 0%	\$ -
24	P1-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ - 0%	\$ -
25	P4-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ - 0%	\$ -
26	P3-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ - 0%	\$ -
27	P2-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ - 0%	\$ -
28	P1-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ - 0%	\$ -
29	P4-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ - 0%	\$ -
30	P3-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ - 0%	\$ -
31	P2-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ - 0%	\$ -
32	P1-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ - 0%	\$ -
33	RETAIL A1 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
34	RETAIL A2 / KING - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
35	RETAIL B1 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
36	RETAIL B2 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
37	NON-RES B1 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
38	BUILDING 'A'			\$ -		
39	A1-SLAB	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ - 0%	\$ -
40	A2-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
41	A3-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
42	A4-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
43	A5-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
44	A6-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
45	A7-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
46	A8-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
47	A9-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
48	A10-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
49	A11-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
50	A12-SLAB	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ - 0%	\$ -
51	A13-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ - 0%	\$ -
52	A14-SLAB	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ - 0%	\$ -
53	A15-SLAB	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ - 0%	\$ -
54	A16-SLAB	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ - 0%	\$ -
55	A - MECH / ROOF SLAB	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ - 0%	\$ -
56				\$ -		
57	A1-ROUGH-IN	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ - 0%	\$ -
58	A2-ROUGH-IN	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ - 0%	\$ -
59	A3-ROUGH-IN	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ - 0%	\$ -
60	A4-ROUGH-IN	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ - 0%	\$ -
61	A5-ROUGH-IN	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ - 0%	\$ -
62	A6-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
63	A7-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
64	A8-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
65	A9-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
66	A10-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
67	A11-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
68	A12-ROUGH-IN	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ - 0%	\$ -

69	A13-ROUGH-IN	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ -	0%	\$ -
70	A14-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
71	A15-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
72	A16-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
73	A - MECH / ROOF ROUGH-IN	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	0%	\$ -
74							
75	A1-FINISHING	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
76	A2-FINISHING	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
77	A3-FINISHING	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
78	A4-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
79	A5-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
80	A6-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
81	A7-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
82	A8-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
83	A9-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
84	A10-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
85	A11-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
86	A12-FINISHING	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
87	A13-FINISHING	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	0%	\$ -
88	A14-FINISHING	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
89	A15-FINISHING	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
90	A16-FINISHING	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
91	A - MECH / ROOF FINISH	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	0%	\$ -
92	BUILDING 'B' WEST						
93	B1-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
94	B2-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
95	B3-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
96	B4-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
97	B5-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
98	B6-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
99	B7-SLAB	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
100	B8-SLAB	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
101	B - MECH / ROOF SLAB	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	0%	\$ -
102	B1-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
103	B2-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
104	B3-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
105	B4-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
106	B5-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
107	B6-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
108	B7-ROUGH-IN	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
109	B8-ROUGH-IN	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
110	B - MECH / ROOF ROUGH-IN	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	0%	\$ -
111	B1-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
112	B2-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
113	B3-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
114	B4-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
115	B5-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
116	B6-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
117	B7-FINISHING	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%	\$ -
118	B8-FINISHING	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%	\$ -
119	B - MECH / ROOF FINISH	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%	\$ -
	TOTAL	\$ 6,750,000.00	\$ 6,745,000.00	\$ 6,745,000.00	\$ -	0.000%	\$ 5,000.00

CHANGE ORDERS

	CONTRACT	WORK COMPLETED TO DATE	WORK PREVIOUSLY BILLED	WORK COMPLETED THIS PERIOD \$	WORK COMPLETED THIS PERIOD %	BALANCE TO COMPLETE	
	BREAKDOWN						
1	CHANGE ORDER 15037-02 - Dist/Retail/Gen	\$ 2,679,436.00	\$ 1,429,394.31	\$ 1,429,394.31	\$ -	0%	\$ 1,250,041.69
2	CHANGE ORDER 15037-03 - Occupancy sensors	\$ 3,915.64	\$ 3,915.64	\$ 3,915.64	\$ -	0%	\$ -
3	CHANGE ORDER 15037-04 - SI E-15	\$ 178,457.97	\$ 178,457.97	\$ 178,457.97	\$ -	0%	\$ -
4	CHANGE ORDER 15037-01	\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
5	CHANGE ORDER 019	\$ 8,611.66	\$ 8,611.66	\$ 8,611.66	\$ -	0%	\$ -
6	CHANGE ORDER 018	\$ 947.10	\$ 947.10	\$ 947.10	\$ -	0%	\$ -
7	CO # 22 - SI # E 12 - Metering Conduit	\$ 169,000.00	\$ 169,000.00	\$ 169,000.00	\$ -	0%	\$ -
8	CO # 42 - Off site storage of generator	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ -	0%	\$ -
9	CO # 046 - PCO #0285 Winter heating	\$ 17,145.10	\$ 17,145.10	\$ 17,145.10	\$ -	0%	\$ -
10	CO # 050 - temp washroom heat tracing (grd level)	\$ 3,135.35	\$ 3,135.35	\$ 3,135.35	\$ -	0%	\$ -
11	CO # 056 - change 1 silencer per generator	\$ 28,616.00	\$ 28,616.00	\$ 28,616.00	\$ -	0%	\$ -
12	CO # 071 - SI E-04	\$ 37,762.54	\$ 37,762.54	\$ 37,762.54	\$ -	0%	\$ -
13	CO # 072 - SI E-21	\$ 44,486.90	\$ 44,486.90	\$ 44,486.90	\$ -	0%	\$ -
14	CO # 073 - SI E-08	\$ 16,376.51	\$ 16,376.51	\$ 16,376.51	\$ -	0%	\$ -
15	CO # 074 - SI E-06R1	\$ 9,547.38	\$ 9,547.38	\$ 9,547.38	\$ -	0%	\$ -
16	CO # 075 - SI E-02	\$ 222,268.28	\$ 222,268.28	\$ 222,268.28	\$ -	0%	\$ -
17	CO # 076 - SI E-03	\$ 171,911.88	\$ 171,911.88	\$ 171,911.88	\$ -	0%	\$ -
18	CO # 077 - SI E-05	\$ 8,177.94	\$ 8,177.94	\$ 8,177.94	\$ -	0%	\$ -
19	CO # 091 - SI E-16	\$ 131,274.69	\$ 131,274.69	\$ 131,274.69	\$ -	0%	\$ -
20	CO # 096 - SI A-302	\$ 1,675.44	\$ 1,675.44	\$ 1,675.44	\$ -	0%	\$ -
21	CO # 097 - SI A-310	\$ 17,399.36	\$ 17,399.36	\$ 15,659.42	\$ 1,739.94	10%	\$ -
22	CO # 105 - remote water meter readout	\$ 2,499.72	\$ 2,499.72	\$ 2,499.72	\$ -	0%	\$ -
23	CO # 058 - E-01 - heat tracing & drum drips	\$ 419,577.17	\$ 419,577.17	\$ 419,577.17	\$ -	0%	\$ -
24	CO # 136 - Elevator 6 Floors repair	\$ 1,515.36	\$ 1,515.36	\$ 1,515.36	\$ -	0%	\$ -

25	CO-142-PCO # 198 - Elevator 5 relocate	\$ 2,255.96	\$ 2,255.96	\$ 2,255.96	\$ -	0%	\$ -
26	CO 151 - Power to temp sump pump p4 level	\$ 852.39	\$ 852.39	\$ 852.39	\$ -	0%	\$ -
27	CO 140 - Grd water strom piping	\$ 6,751.68	\$ 6,751.68	\$ 6,751.68	\$ -	0%	\$ -
28	CO 201 - SI-E27 PT.1 Stair T Heat Trace	\$ 6,396.93	\$ 6,396.93	\$ 6,396.93	\$ -	0%	\$ -
29	CO 212 - modifications to switchboard	\$ 70,400.00	\$ 70,400.00	\$ 70,400.00	\$ -	0%	\$ -
30	co 226 - Groundwater sump pump connections	\$ 3,204.91	\$ 3,204.91	\$ 3,204.91	\$ -	0%	\$ -
31	co 210 - supply and handling light fixtures	\$ 1,235,842.50	\$ 1,235,842.50	\$ 1,235,842.50	\$ -	0%	\$ -
32	CD-002R1 - wo 20470	\$ 2,273.04	\$ 2,273.04	\$ 2,273.04	\$ -	0%	\$ -
33	CD-002R1 - wo 20471	\$ 3,030.72	\$ 3,030.72	\$ 3,030.72	\$ -	0%	\$ -
34	CD-002R1 - wo 20476	\$ 2,557.17	\$ 2,557.17	\$ 2,557.17	\$ -	0%	\$ -
35	CD-002R1 - wo 20477	\$ 2,462.46	\$ 2,462.46	\$ 2,462.46	\$ -	0%	\$ -
36	CO-304 - ESI-50 additional power to daycare	\$ 2,333.42	\$ 2,333.42	\$ 2,333.42	\$ -	0%	\$ -
37	CO-310 - ESI-47 Daycare garbage chute room	\$ 23,990.82	\$ 23,990.82	\$ 23,990.82	\$ -	0%	\$ -
38	CO-323-PCO- 0620 Chipping for heat pump	\$ 7,092.22	\$ 7,092.22	\$ 7,092.22	\$ -	0%	\$ -
39	CO-327 - ESI-48 Modifications to stair Z power BAS	\$ 15,252.47	\$ 15,252.47	\$ 15,252.47	\$ -	0%	\$ -
40	CO-328 - ESI-52 Lights in stair A door operators	\$ 6,709.82	\$ 6,709.82	\$ 6,709.82	\$ -	0%	\$ -
41	CO-326 - ESI-27 - part 2 (A209 B1)	\$ 14,016.41	\$ 14,016.41	\$ 14,016.41	\$ -	0%	\$ -
42	CO-321 - ESI-42 - Electric heat below grade	\$ 17,222.45	\$ 17,222.45	\$ 17,222.45	\$ -	0%	\$ -
43	CO - 374 - Inviro Retail SI E-3	\$ 84,809.32	\$ 84,809.32	\$ 84,809.32	\$ -	0%	\$ -
44	CO-380-ESI-37 heat tracing for below grade hose bibs	\$ 25,041.57	\$ 25,041.57	\$ 25,041.57	\$ -	0%	\$ -
45	CO-157 - ESI-24 heating, AC, and CO system	\$ 63,525.41	\$ 63,525.41	\$ 63,525.41	\$ -	0%	\$ -
46	co-341 - esi pipe tracing, FA zone changes	\$ 50,576.36	\$ 50,576.36	\$ 50,576.36	\$ -	0%	\$ -
47	CD-002R1 WO 30391	\$ 1,515.36	\$ 1,515.36	\$ 1,515.36	\$ -	0%	\$ -
48	CD-002R1 WO 30399	\$ 12,416.12	\$ 12,416.12	\$ 12,416.12	\$ -	0%	\$ -
49	Co 261 - T&M to repair conduit in slab	\$ 1,200.89	\$ 1,200.89	\$ 1,200.89	\$ -	0%	\$ -
50	Co 416 - ESI - 41 - Irrigation pump & controllers	\$ 15,903.13	\$ 15,903.13	\$ 15,903.13	\$ -	0%	\$ -
51	CO 417 - T&M repair conduit in slab	\$ 9,278.33	\$ 9,278.33	\$ 9,278.33	\$ -	0%	\$ -
52	CO-436 - Power for elevator group 4	\$ 13,036.80	\$ 13,036.80	\$ 13,036.80	\$ -	0%	\$ -
53	CD-002R1 - wo 30402 - conduit locate	\$ 378.84	\$ 378.84	\$ 378.84	\$ -	0%	\$ -
54	CD-002R1 - wo 30403 - conduit locate	\$ 426.20	\$ 426.20	\$ 426.20	\$ -	0%	\$ -
55	CD-002R1 - wo 30395 - lighting removal	\$ 426.20	\$ 426.20	\$ 426.20	\$ -	0%	\$ -
56	CD-002R1 - wo 30408 - pre work for CD-002R1	\$ 378.84	\$ 378.84	\$ 378.84	\$ -	0%	\$ -
57	CD-002R1 - wo 30409 - Temp feed during work	\$ 2,123.81	\$ 2,123.81	\$ 2,123.81	\$ -	0%	\$ -
58	CD-002R1 - wo 30415 - red pipe heat trace	\$ 3,025.10	\$ 3,025.10	\$ 3,025.10	\$ -	0%	\$ -
59	CD-002R1 - wo 30418 - wires moved SI-373	\$ 378.84	\$ 378.84	\$ 378.84	\$ -	0%	\$ -
60	CO - 444 Residential garbage chute rm changes E46	\$ 20,898.82	\$ 20,898.82	\$ 20,898.82	\$ -	0%	\$ -
61	CO - 446 Extra cost for garage lights	\$ 19,164.50	\$ 19,164.50	\$ 19,164.50	\$ -	0%	\$ -
62	CO - 447 modification for retail switchboard	\$ 36,500.00	\$ 36,500.00	\$ 36,500.00	\$ -	0%	\$ -
63	CO - 448 changes for IFC set	\$ 58,286.53	\$ 58,286.53	\$ 58,286.53	\$ -	0%	\$ -
64	CO - 479 WO # 30397, 30406, 30412, 30420	\$ 49,141.40	\$ 49,141.40	\$ 49,141.40	\$ -	0%	\$ -
65	CD-002R1 - WO # 30417 - Chipping pipes	\$ 3,788.40	\$ 3,788.40	\$ 3,788.40	\$ -	0%	\$ -
66	CO -445 water meter repeater backbone	\$ 38,326.84	\$ 38,326.84	\$ 38,326.84	\$ -	0%	\$ -
67	WO # 30421 - as per CD-002R1	\$ 3,598.98	\$ 3,598.98	\$ 3,598.98	\$ -	0%	\$ -
68	CO-458 - ESI-38 (arch SI-385)	\$ 329,708.78	\$ 329,708.78	\$ 329,708.78	\$ -	0%	\$ -
69	CO-516 - add lights and FA devices -IESI-04	\$ 63,727.99	\$ 63,727.99	\$ 63,727.99	\$ -	0%	\$ -
70	CD-006 - Stage FA system - TBD	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ -	0%	\$ -
71	CO-516 - E5/E7 - add splitter for fluid coolers	\$ 4,458.16	\$ 4,458.16	\$ 4,458.16	\$ -	0%	\$ -
72	CO-514 - ESI 58 - add pumps, fluid cooler splitter	\$ 59,062.31	\$ 59,062.31	\$ 59,062.31	\$ -	0%	\$ -
73	CO-530 - gym exit signs and pull stations SI-E-45	\$ 4,045.81	\$ 4,045.81	\$ 4,045.81	\$ -	0%	\$ -
74	CO-531 - res floor, 1 bedroom to 2 bedroom change	\$ 181,415.66	\$ 181,415.66	\$ 181,415.66	\$ -	0%	\$ -
75	WO # 30430 - CD-002R1	\$ 935.73	\$ 935.73	\$ 935.73	\$ -	0%	\$ -
76	WO # 30433 - CD-002R2	\$ 2,607.88	\$ 2,607.88	\$ 2,607.88	\$ -	0%	\$ -
77	CO # 460 - revise split system - SI E -20	\$ 120,433.96	\$ 120,433.96	\$ 120,433.96	\$ -	0%	\$ -
78	CO # 190 - landscape/arch changes - SI E-26	\$ 102,512.55	\$ 102,512.55	\$ 102,512.55	\$ -	0%	\$ -
79	CO-544 - exterior lighting & snow melting	\$ 56,236.71	\$ 56,236.71	\$ 44,989.37	\$ 11,247.34	20%	\$ -
80	CO # 459 - add receptacles kitchen island	\$ 58,951.29	\$ 58,951.29	\$ 58,951.29	\$ -	0%	\$ -
81	CO # 542 - upgrade lighting layouts park/res - E29	\$ 136,382.84	\$ 136,382.84	\$ 136,382.84	\$ -	0%	\$ -
82	CO # 541 - below grade/amenity area lfg changes	\$ 74,651.74	\$ 74,651.74	\$ 74,651.74	\$ -	0%	\$ -
83	CO # 158 - add outdoor lfgs in pool amenity	\$ 1,108.40	\$ 1,108.40	\$ 1,108.40	\$ -	0%	\$ -
84	CO # 153 - upgrade suite 645 & 644	\$ 3,010.28	\$ 3,010.28	\$ 3,010.28	\$ -	0%	\$ -
85	CO # 539 - electrical layout revisions Restail B1-E43	\$ 10,286.86	\$ 10,286.86	\$ 10,286.86	\$ -	0%	\$ -
86	CO # 537 - ESI-39 - items to be suspended	\$ 70,523.37	\$ 70,523.37	\$ 70,523.37	\$ -	0%	\$ -
87	CO # 540 - add below grade heating, elev rm change	\$ 90,234.96	\$ 90,234.96	\$ 90,234.96	\$ -	0%	\$ -
88	CO # 167 - install power metering for suites	\$ 48,280.00	\$ 45,847.00	\$ 43,434.00	\$ 2,413.00	5%	\$ 2,413.00
89	CO # 188 - light bollards for landscaping	\$ 34,273.65	\$ 34,273.65	\$ 34,273.65	\$ -	0%	\$ -
90	CO # 189 - lighting changes P1 truck entrance	\$ 10,689.43	\$ 10,689.43	\$ 10,689.43	\$ -	0%	\$ -
91	CO # 579 - Added heaters, pumps, connections etc	\$ 55,242.28	\$ 55,242.28	\$ 55,242.28	\$ -	0%	\$ -
92	CO # 461 - Revised building B1-B7 suite layout	\$ 55,486.70	\$ 55,486.70	\$ 55,486.70	\$ -	0%	\$ -
93	CO # 578 - add auto door openers	\$ 68,682.16	\$ 68,682.16	\$ 68,682.16	\$ -	0%	\$ -
94	CO # 187 - Additional devices ESI-11	\$ 23,868.25	\$ 23,868.25	\$ 23,868.25	\$ -	0%	\$ -
95	CO # 463 - Heat trace to bicycle path	\$ 15,046.52	\$ 15,046.52	\$ 15,046.52	\$ -	0%	\$ -
96	CO # 482 - Exterior lighting changes - ESI-10	\$ 32,694.42	\$ 32,694.42	\$ 32,694.42	\$ -	0%	\$ -
97	CO # 586 - additional under counter lights	\$ 137,890.87	\$ 137,890.87	\$ 137,890.87	\$ -	0%	\$ -
98	CD-002R1 - WO # 30427	\$ 10,358.43	\$ 10,358.43	\$ 10,358.43	\$ -	0%	\$ -
99	CO-604 - misc items added to drawings	\$ 91,497.14	\$ 91,497.14	\$ 91,497.14	\$ -	0%	\$ -
100	CD-009 - WO # 30437	\$ 1,704.78	\$ 1,704.78	\$ 1,704.78	\$ -	0%	\$ -
101	CD-009 - WO # 30439	\$ 3,314.85	\$ 3,314.85	\$ 3,314.85	\$ -	0%	\$ -
102	CD-009 - WO # 30442	\$ 4,444.54	\$ 4,444.54	\$ 4,444.54	\$ -	0%	\$ -
103	CD-009 - WO # 30443	\$ 4,584.59	\$ 4,584.59	\$ 4,584.59	\$ -	0%	\$ -
104	CR-802 - retail leasing changes SI 373R1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
105	CO-787 - repair damaged conduit & boxes	\$ 1,550.47	\$ 1,550.47	\$ 1,550.47	\$ -	0%	\$ -
106	CO-588 - SI E-19	\$ 56,147.58	\$ 56,147.58	\$ 56,147.58	\$ -	0%	\$ -
107	CO-792 - conduit & wiring for city of TO water meter	\$ 4,014.97	\$ 4,014.97	\$ 4,014.97	\$ -	0%	\$ -
108	CO-708 - SI E-28	\$ 47,464.85	\$ 47,464.85	\$ 47,464.85	\$ -	0%	\$ -
109	CO-450.1 - negative amount	\$ (562,436.00)	\$ (562,436.00)	\$ (562,436.00)	\$ -	0%	\$ -
110	CO-449 - negative amount	\$ (330,000.00)	\$ (330,000.00)	\$ (330,000.00)	\$ -	0%	\$ -
111	CD-006 -30435	\$ 3,720.99	\$ 3,720.99	\$ 3,720.99	\$ -	0%	\$ -

112	CD-008-30446	\$	4,035.48	\$	4,035.48	\$	4,035.48	\$	-	0%	\$	-
113	CD-009 - WO 30440	\$	4,116.12	\$	4,116.12	\$	4,116.12	\$	-	0%	\$	-
114	CD-009 - WO 30441	\$	3,030.72	\$	3,030.72	\$	3,030.72	\$	-	0%	\$	-
115	CO 562 - Heat tracing for sprinklers	\$	25,370.22	\$	25,370.22	\$	25,370.22	\$	-	0%	\$	-
116	CO 827 - T & M relocate electrical outlets	\$	1,183.88	\$	1,183.88	\$	1,183.88	\$	-	0%	\$	-
117	CO 828 - Extend ceiling mounted devices	\$	8,126.17	\$	8,126.17	\$	8,126.17	\$	-	0%	\$	-
118	CO 789 - T & M power for cameras	\$	3,498.90	\$	3,498.90	\$	3,498.90	\$	-	0%	\$	-
119	CO 653 - 2x2 conduits for Longos	\$	10,734.75	\$	10,734.75	\$	10,734.75	\$	-	0%	\$	-
120	REVERSE LINE 70 - CD-006 - Stage FA system - TBD	\$	(48,000.00)	\$	(48,000.00)	\$	(48,000.00)	\$	-	0%	\$	-
121	REVERSE LINE 104 - CR-802 - retail leasing changes S	\$	(50,000.00)	\$	(50,000.00)	\$	(50,000.00)	\$	-	0%	\$	-
122	CD - 009 - WO # 30454	\$	3,290.25	\$	3,290.25	\$	3,290.25	\$	-	0%	\$	-
123	CO - 906 - Added 75KVA transformer - E-66	\$	32,304.90	\$	32,304.90	\$	32,304.90	\$	-	0%	\$	-
124	CO-907 - smoke evacuation fan east	\$	23,848.43	\$	23,848.43	\$	23,848.43	\$	-	0%	\$	-
125	CO-913 - Temporary power	\$	27,310.47	\$	27,310.47	\$	27,310.47	\$	-	0%	\$	-
126	CO-961 - power and FA requirements - ESI-14	\$	11,865.50	\$	11,865.50	\$	11,865.50	\$	-	0%	\$	-
127	CO-962 - Smoke & evacuation fan west - ESI-15	\$	104,223.60	\$	104,223.60	\$	104,223.60	\$	-	0%	\$	-
128	CD-009 - WO # 24219	\$	6,168.59	\$	6,168.59	\$	6,168.59	\$	-	0%	\$	-
129	CD-009 - WO # 24229	\$	3,222.54	\$	3,222.54	\$	3,222.54	\$	-	0%	\$	-
130	CD-009 - WO # 24227	\$	21,900.00	\$	21,900.00	\$	21,900.00	\$	-	0%	\$	-
131	WO # 24222 CD - 29	\$	1,704.78	\$	1,704.78	\$	1,704.78	\$	-	0%	\$	-
132	CO # 908 -power to communication conduit - ESI-12	\$	53,563.38	\$	53,563.38	\$	53,563.38	\$	-	0%	\$	-
133	CO # 1032 -winners and daycare power	\$	70,194.33	\$	70,194.33	\$	70,194.33	\$	-	0%	\$	-
134	CO # - 960 - Inviro retail ESI-13	\$	10,754.73	\$	10,754.73	\$	10,754.73	\$	-	0%	\$	-
135	CO # 958 - Inviro retail ESI - 8	\$	37,036.63	\$	37,036.63	\$	37,036.63	\$	-	0%	\$	-
136	CO # 957 - Inviro retail ESI - 5	\$	21,864.62	\$	21,864.62	\$	-	\$	21,864.62	100%	\$	-
137	CD 029 - WO # 30460	\$	6,061.44	\$	6,061.44	\$	6,061.44	\$	-	0%	\$	-
138	CD 010 - WO # 31960	\$	4,070.34	\$	4,070.34	\$	4,070.34	\$	-	0%	\$	-
139	CO-1066 - T & M work	\$	22,688.15	\$	22,688.15	\$	22,688.15	\$	-	0%	\$	-
140	CO - 1012 - Temp power distribution	\$	317,109.62	\$	317,109.62	\$	317,109.62	\$	-	0%	\$	-
141	CO - 1085 - T & M work	\$	36,968.58	\$	36,968.58	\$	36,968.58	\$	-	0%	\$	-
142	CD045 - wo # 24231- heat trace 3 pipes at load dock	\$	9,018.93	\$	9,018.93	\$	9,018.93	\$	-	0%	\$	-
143	CD010 - Wo # 31981-31988	\$	45,412.85	\$	45,412.85	\$	45,412.85	\$	-	0%	\$	-
144		\$	0.00	\$	-	\$	-	\$	-	0%	\$	0.00
145	CO - 1220 - additional pumps SI A-703-ESI-6	\$	45,532.12	\$	45,532.12	\$	45,532.12	\$	-	0%	\$	-
146	DELETED - CD - 071	\$	0.00	\$	0.00	\$	0.00	\$	-	0%	\$	-
147	CO - 1218 - add hot water tank power	\$	9,167.26	\$	9,167.26	\$	9,167.26	\$	-	0%	\$	-
148	CO - 1215 - add L5 exterior light at exit door	\$	4,109.09	\$	4,109.09	\$	2,876.36	\$	1,232.73	30%	\$	-
149	CO - 1214 - add smoke detectors for make up air	\$	8,587.26	\$	8,587.26	\$	8,587.26	\$	-	0%	\$	-
150	CO - 1222 - add retail heat pump connections ESI-10	\$	6,379.47	\$	6,379.47	\$	6,379.47	\$	-	0%	\$	-
151	CO-1213 - add lights in suites walkin closet ESI-68	\$	4,577.47	\$	4,577.47	\$	4,577.47	\$	-	0%	\$	-
152	CO - 1212 - add auto door operators	\$	6,160.61	\$	6,160.61	\$	6,160.61	\$	-	0%	\$	-
153	CCN - Jan OT - CD-029 wo # 33246, 33247	\$	12,271.59	\$	12,271.59	\$	12,271.59	\$	-	0%	\$	-
154	CO-1102 - additional FA switches	\$	18,752.21	\$	18,752.21	\$	18,752.21	\$	-	0%	\$	-
155	CO - 1208 - add retail canopy signage	\$	21,874.38	\$	21,874.38	\$	21,874.38	\$	-	0%	\$	-
156	CO - 905 - fire alarm changes	\$	22,396.91	\$	22,396.91	\$	22,396.91	\$	-	0%	\$	-
157	CO-1211 - add heat tracing/ power for dampers ESI-63	\$	65,728.19	\$	65,728.19	\$	65,728.19	\$	-	0%	\$	-
158	CO - 1210 - add receptacles in kitchen ESI-62	\$	11,797.72	\$	11,797.72	\$	11,797.72	\$	-	0%	\$	-
159	CO - 1209 -exterior lighting, lighting control pnl ESI66	\$	33,633.33	\$	33,633.33	\$	33,633.33	\$	-	0%	\$	-
160	WO # 31966 - CD 009R1	\$	7,201.96	\$	7,201.96	\$	7,201.96	\$	-	0%	\$	-
161	CD - 006 - Wo 33248 & 33249	\$	8,017.52	\$	8,017.52	\$	8,017.52	\$	-	0%	\$	-
162	Feb OT - 33246, 33247 - CD -029	\$	3,641.15	\$	3,641.15	\$	3,641.15	\$	-	0%	\$	-
163	CD-010 - WO # 33251	\$	8,752.05	\$	8,752.05	\$	8,752.05	\$	-	0%	\$	-
164		\$	0.00	\$	-	\$	-	\$	-	0%	\$	0.00
165	Co-1383	\$	29,726.94	\$	29,726.94	\$	29,726.94	\$	-	0%	\$	-
166	WO # 31994 - CD-045	\$	2,381.08	\$	2,381.08	\$	2,381.08	\$	-	0%	\$	-
167	WO # 31979/31978 - SI-781, CO # 1420	\$	27,312.23	\$	27,312.23	\$	27,312.23	\$	-	0%	\$	-
168	WO # 33228 - CD-104 winners wall cut	\$	5,547.56	\$	5,547.56	\$	5,547.56	\$	-	0%	\$	-
169	WO # 33230/33232 - CD-005	\$	9,325.59	\$	9,325.59	\$	9,325.59	\$	-	0%	\$	-
170	WO # 33226 - Barrier free suites re & re - CD-71	\$	20,318.88	\$	20,318.88	\$	20,318.88	\$	-	0%	\$	-
171	WO # 33238 - FA OT - CD-029	\$	5,419.26	\$	5,419.26	\$	5,419.26	\$	-	0%	\$	-
172	CO # 1434 - ESI-83-WO 31978/31979	\$	6,002.85	\$	6,002.85	\$	6,002.85	\$	-	0%	\$	-
173		\$	0.00	\$	0.00	\$	0.00	\$	-	0%	\$	-
174	CO-1479 - PCO 1535 - power to irrigation pumps	\$	8,947.58	\$	8,947.58	\$	8,947.58	\$	-	0%	\$	-
175	CO-1438 - ESI-76 - power conn for motorized damper	\$	2,207.96	\$	2,207.96	\$	2,207.96	\$	-	0%	\$	-
176	CO-1431 - PCO-1499 power to multiplex site trailer	\$	4,077.32	\$	4,077.32	\$	4,077.32	\$	-	0%	\$	-
177	CO-1459 - ESI -E16 - common lobbies update	\$	58,200.99	\$	58,200.99	\$	46,560.79	\$	11,640.20	20%	\$	-
178	CO-1223 - Power & telecom for Longos	\$	80,756.01	\$	80,756.01	\$	80,756.01	\$	-	0%	\$	-
179	CO-1407 - ESIR-23R - Power & telecom for Shoppers	\$	39,112.68	\$	39,112.68	\$	39,112.68	\$	-	0%	\$	-
180	CO-1412 - Power & telecom for petsmart	\$	26,559.72	\$	26,559.72	\$	26,559.72	\$	-	0%	\$	-
181	CO- 1558 - SI 73 - Stair P - lighting, power	\$	10,860.07	\$	10,860.07	\$	10,860.07	\$	-	0%	\$	-
182	CO-1432 - SI-22 - power for escalator	\$	25,508.15	\$	22,957.34	\$	20,406.52	\$	2,550.82	10%	\$	2,550.82
183	CO-1435 - SI-80 - mech space	\$	19,449.73	\$	19,449.73	\$	19,449.73	\$	-	0%	\$	-
184	CO-1425 - change conduit & wires - elevators	\$	5,150.45	\$	5,150.45	\$	5,150.45	\$	-	0%	\$	-
185	WO # 33921 - CD-10 - Pipe for security contractor	\$	18,289.99	\$	18,289.99	\$	18,289.99	\$	-	0%	\$	-
186	WO # 33922 - CD-10 - Pipe for security contractor	\$	17,163.50	\$	17,163.50	\$	17,163.50	\$	-	0%	\$	-
187	WO # 33923 - CD-10 - Pipe for security contractor	\$	17,979.14	\$	17,979.14	\$	17,979.14	\$	-	0%	\$	-
188	WO # 33932 - CD-10 - Pipe for elevator shaft	\$	3,070.67	\$	3,070.67	\$	3,070.67	\$	-	0%	\$	-
189	WO # 33933 - CD-10 - Pipe for elevator shaft	\$	3,212.09	\$	3,212.09	\$	3,212.09	\$	-	0%	\$	-
190	WO # 33934 - CD-10 - Pipe for sec to group 7 elev mec	\$	2,626.05	\$	2,626.05	\$	2,626.05	\$	-	0%	\$	-
191	WO # 33935 - CD-10 - Install panel for elevator 9	\$	803.95	\$	803.95	\$	803.95	\$	-	0%	\$	-
192	WO # 33936 - CD-10 - Install recept at security panel	\$	621.10	\$	621.10	\$	621.10	\$	-	0%	\$	-
193	WO # 33937 - CD-10 - pipe wire for security elev 4	\$	1,152.64	\$	1,152.64	\$	1,152.64	\$	-	0%	\$	-
194	WO # 33938 - CD-10 - install conduit elev 11 to bldg c	\$	3,843.87	\$	3,843.87	\$	3,843.87	\$	-	0%	\$	-
195	CO # 1218 - room signs in the main lobby	\$	1,859.55	\$	1,859.55	\$	1,859.55	\$	-	0%	\$	-
196	CO # 1440 - ESI - 69, maglocks, dampers, fire alarm	\$	27,762.13	\$	27,762.13	\$	27,762.13	\$	-	0%	\$	-
197	CO # 1424 - SI E-4 - snow melting on west ramp	\$	33,093.32	\$	19,865.99	\$	16,546.66	\$	3,309.33	10%	\$	13,237.33
198	CO # 1436 - ESI - 79 - lighting power, fire alarm etc	\$	40,934.26	\$	40,934.26	\$	20,467.13	\$	20,467.13	50%	\$	-

199	CD-032 -WO # 25673 - MPH plugs for chemical equip	\$ 1,898.90	\$ 1,898.90	\$ 1,898.90	\$ -	0%	\$ -
200		\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
TOTAL		\$ 9,090,962.10	\$ 7,822,719.27	\$ 7,746,254.17	\$ 76,465.10	0.841%	\$ 1,268,242.93

TOTAL	\$ 15,840,962.10	\$ 14,567,719.27	\$ 14,491,254.17	\$ 76,465.10	0.483%	\$ 1,273,242.93
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OVERALL SUMMARY	
CONTRACT AMOUNT	\$ 15,840,962.10
PREVIOUSLY BILLED	\$ (14,491,254.17)
CURRENT PROGRESS	\$ (68,818.59)
CONTRACT BALANCE W/R	\$ 1,280,889.34

THIS MONTH SUMMARY	
PROGRES BILL FOR THIS MONTH	\$ 76,465.10
RETAINAGE	\$ (7,646.51)
SUBTOTAL	\$ 68,818.59
HST	\$ 8,946.42
TOTAL	\$ 77,765.01

Statutory Declaration of Progress Payment Distribution by Contractor

Standard Construction Document

CCDC 9A - 2001

To be made by the Contractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 47
dated the 27 day of June,
in the year 2019.

Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

KING HIGH LINE, 1100 KING STREET, TORONTO, ONT.
(ELECTRICAL INSTALLATIONS AS PER DRAWINGS DIVISION #16)

Date of Contract: 20 JULY 2015
Day Month Year

Name of Owner

KINGSCLUB DEVELOPMENT INC.

Name of Contractor

SPEEDY ELECTRICAL CONTRACTORS LTD.

Identification of Declarant

Name of Declarant

TINA PASSERO

Position or Title (of office held with Contractor)

SECRETARY TREASURER

Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained;
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in WOODBRIDGE, ONT. this 19th day of August
City/Town and Province

in the year 2019.

[Signature]
Signature of Declarant

[Signature]
(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Giuseppe Gareri, Notary Public
Regional Municipality of York, limited to the attestation of Instruments and the taking of affidavits, for Sybanis Ventures Inc., o/a Gareri Travel Agency.
Business Month 17 2001

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CCDC

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Canadian Construction Documents Committee

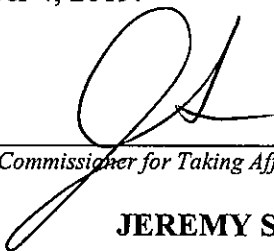
Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
SPEEDY ELECTRICAL CONTRACTORS LIMITED	114 A CASTER AVE, WOODBIDGE , ON, L4L5Y9, CA	1000-001: Non- Exempt Partners and Executive Officers in Rate Group 704 4261-000: Electrical Work	KINGSCLUB DEVELOPMENT INC	1100 King St W, Toronto, ON, M6K 0C6, CAN	W200000GA6J D	21-Aug-2019 to 19-Nov-2019

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
SPEEDY ELECTRICAL CONTRACTORS LIMITED	114 A CASTER AVE, WOODBIDGE , ON, L4L5Y9, CA	1000-001: Non- Exempt Partners and Executive Officers in Rate Group 704 4261-000: Electrical Work	MULTIPLEX CONSTRUCTION CANADA LIMITED	130 KING ST WEST SUITE 2350, ATTN: SALLY GENDY, TORONTO, ON, M5X2A2, CA	S000000FRGD T	20-May-2019 to 19-Nov-2019

This is Exhibit "O" referred to in the Affidavit of Marco Bucci sworn September 4, 2019.



Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS


ELECTRICAL CONTRACTORS LIMITED

114A Caster Ave., Woodbridge, Ontario L4L 5Y9

Tel: 905-264-2344 Fax: 905-264-1158

Toll Free: 1-888-605-1525

SOLD TO: KINGSCLUB DEVELOPMENT INC./MULTIPLEX
 C/O MULTIPLEX CONSTRUCTION CANADA LTD.
 130 KING STREET WEST
 SUITE # 2350
 TORONTO ON M5X 2A2

RE: KINGSCLUB
 PROGRESS # 51 HOLD BACK

(647) 449-2008

DATE	SALESMAN	YOUR ORDER No.	OUR ORDER No.	SHIPPED VIA	TERMS
21-Aug-2019			34679		Net 30 days
QUANTITY ORDERED	DESCRIPTION			UNIT PRICE	AMOUNT
1.00	CONTRACT AMOUNT \$15,840,962.10 PREVIOUSLY BILLED \$14,560,072.76 CURRENT PROGRESS \$ 7,646.51 CONTRACT BALANCE W/R \$ 1,273,242.83 RETAINAGE			7,646.51	7,646.51
	NET TOTAL				7,646.51
	HST Number 10496 0299 RT0001			HST	994.05
TOTAL					\$8,640.56

INVOICE
№ 30215

Kingsclub

FR: SPEEDY ELECTRICAL CONTRACTORS

Sonia Ciarelli
 sciarelli@speedyelectric.ca
 fax: 905-264-1158

MAURIZIO
 GERALDO

INVOICE # 30216
 DATE 8/16/2019
 DRAW # 51HB

PROGRESS DRAW

	CONTRACT	WORK COMPLETED TO DATE	WORK PREVIOUSLY BILLED	WORK COMPLETED THIS PERIOD \$	WORK COMPLETED THIS PERIOD %	BALANCE TO COMPLETE
BREAKDOWN						
1	PERMITS, DRAWINGS	\$ 50,000.00	\$ 45,000.00	\$ 45,000.00	\$ - 0%	\$ 5,000.00
2	TEMPORARY SERVICE & POWER	\$ 22,800.00	\$ 22,800.00	\$ 22,800.00	\$ - 0%	\$ -
3	HIGH VOLTAGE - SWITCHGEAR	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
4	HIGH VOLTAGE - TRANSFORMERS	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
5	HIGH VOLTAGE - FEEDER	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
6	DISTRIBUTION - RETAIL	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
7	DISTRIBUTION - MAIN SWITCHBOARDS/POWER TRANS	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
8	DISTRIBUTION - TRANSFORMERS	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ - 0%	\$ -
9	DISTRIBUTION - ROOF SWITCHBOARD	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ - 0%	\$ -
10	DISTRIBUTION - MISC. PANELS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ - 0%	\$ -
11	DISTRIBUTION - SUITE RISER PANELS	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
12	DISTRIBUTION - SUITE PANELS	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ - 0%	\$ -
13	DISTRIBUTION INSTALLATION	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ - 0%	\$ -
14	FIRE ALARM - MAIN PANEL	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ - 0%	\$ -
15	FIRE ALARM - DEVICES	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ - 0%	\$ -
16	FIRE ALARM - VERIFICATION	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ - 0%	\$ -
17	GEN SET SUPPLY - A	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ - 0%	\$ -
18	GEN SET SUPPLY - B	\$ 291,200.00	\$ 291,200.00	\$ 291,200.00	\$ - 0%	\$ -
19	GEN SET INSTALLATION	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ - 0%	\$ -
20	RAMP HEATING	\$ 118,000.00	\$ 118,000.00	\$ 118,000.00	\$ - 0%	\$ -
21	P4-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ - 0%	\$ -
22	P3-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ - 0%	\$ -
23	P2-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ - 0%	\$ -
24	P1-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ - 0%	\$ -
25	P4-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ - 0%	\$ -
26	P3-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ - 0%	\$ -
27	P2-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ - 0%	\$ -
28	P1-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ - 0%	\$ -
29	P4-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ - 0%	\$ -
30	P3-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ - 0%	\$ -
31	P2-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ - 0%	\$ -
32	P1-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ - 0%	\$ -
33	RETAIL A1 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
34	RETAIL A2 / KING - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
35	RETAIL B1 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
36	RETAIL B2 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
37	NON-RES B1 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
38	BUILDING 'A'			\$ -		
39	A1-SLAB	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ - 0%	\$ -
40	A2-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
41	A3-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
42	A4-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
43	A5-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
44	A6-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
45	A7-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
46	A8-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
47	A9-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
48	A10-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
49	A11-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
50	A12-SLAB	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ - 0%	\$ -
51	A13-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ - 0%	\$ -
52	A14-SLAB	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ - 0%	\$ -
53	A15-SLAB	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ - 0%	\$ -
54	A16-SLAB	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ - 0%	\$ -
55	A - MECH / ROOF SLAB	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ - 0%	\$ -
56				\$ -		
57	A1-ROUGH-IN	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ - 0%	\$ -
58	A2-ROUGH-IN	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ - 0%	\$ -
59	A3-ROUGH-IN	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ - 0%	\$ -
60	A4-ROUGH-IN	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ - 0%	\$ -
61	A5-ROUGH-IN	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ - 0%	\$ -
62	A6-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
63	A7-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
64	A8-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
65	A9-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
66	A10-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
67	A11-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
68	A12-ROUGH-IN	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ - 0%	\$ -

69	A13-ROUGH-IN	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ -	0%	\$ -
70	A14-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
71	A15-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
72	A16-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
73	A - MECH / ROOF ROUGH-IN	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	0%	\$ -
74							
75	A1-FINISHING	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
76	A2-FINISHING	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
77	A3-FINISHING	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
78	A4-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
79	A5-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
80	A6-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
81	A7-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
82	A8-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
83	A9-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
84	A10-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
85	A11-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
86	A12-FINISHING	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
87	A13-FINISHING	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	0%	\$ -
88	A14-FINISHING	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
89	A15-FINISHING	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
90	A16-FINISHING	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
91	A - MECH / ROOF FINISH	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	0%	\$ -
92	BUILDING 'B' WEST						
93	B1-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
94	B2-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
95	B3-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
96	B4-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
97	B5-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
98	B6-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
99	B7-SLAB	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
100	B8-SLAB	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
101	B - MECH / ROOF SLAB	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	0%	\$ -
102	B1-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
103	B2-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
104	B3-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
105	B4-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
106	B5-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
107	B6-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
108	B7-ROUGH-IN	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
109	B8-ROUGH-IN	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
110	B - MECH / ROOF ROUGH-IN	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	0%	\$ -
111	B1-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
112	B2-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
113	B3-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
114	B4-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
115	B5-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
116	B6-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
117	B7-FINISHING	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%	\$ -
118	B8-FINISHING	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%	\$ -
119	B - MECH / ROOF FINISH	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%	\$ -
	TOTAL	\$ 6,750,000.00	\$ 6,745,000.00	\$ 6,745,000.00	\$ -	0.000%	\$ 5,000.00

CHANGE ORDERS

	CONTRACT	WORK COMPLETED TO DATE	WORK PREVIOUSLY BILLED	WORK COMPLETED THIS PERIOD \$	WORK COMPLETED THIS PERIOD %	BALANCE TO COMPLETE	
BREAKDOWN							
1	CHANGE ORDER 15037-02 - Dist/Retail/Gen	\$ 2,679,436.00	\$ 1,429,394.31	\$ 1,429,394.31	\$ -	0%	\$ 1,250,041.69
2	CHANGE ORDER 15037-03 - Occupancy sensors	\$ 3,915.64	\$ 3,915.64	\$ 3,915.64	\$ -	0%	\$ -
3	CHANGE ORDER 15037-04 - SI E-15	\$ 178,457.97	\$ 178,457.97	\$ 178,457.97	\$ -	0%	\$ -
4	CHANGE ORDER 15037-01	\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
5	CHANGE ORDER 019	\$ 8,611.66	\$ 8,611.66	\$ 8,611.66	\$ -	0%	\$ -
6	CHANGE ORDER 018	\$ 947.10	\$ 947.10	\$ 947.10	\$ -	0%	\$ -
7	CO # 22 - SI # E 12 - Metering Conduit	\$ 169,000.00	\$ 169,000.00	\$ 169,000.00	\$ -	0%	\$ -
8	CO # 42 - Off site storage of generator	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ -	0%	\$ -
9	CO # 046 - PCO #0285 Winter heating	\$ 17,145.10	\$ 17,145.10	\$ 17,145.10	\$ -	0%	\$ -
10	CO # 050 - temp washroom heat tracing (grd level)	\$ 3,135.35	\$ 3,135.35	\$ 3,135.35	\$ -	0%	\$ -
11	CO # 056 - change 1 silencer per generator	\$ 28,616.00	\$ 28,616.00	\$ 28,616.00	\$ -	0%	\$ -
12	CO # 071 - SI E-04	\$ 37,762.54	\$ 37,762.54	\$ 37,762.54	\$ -	0%	\$ -
13	CO # 072 - SI E-21	\$ 44,486.90	\$ 44,486.90	\$ 44,486.90	\$ -	0%	\$ -
14	CO # 073 - SI E-08	\$ 16,376.51	\$ 16,376.51	\$ 16,376.51	\$ -	0%	\$ -
15	CO # 074 - SI E-06R1	\$ 9,547.38	\$ 9,547.38	\$ 9,547.38	\$ -	0%	\$ -
16	CO # 075 - SI E-02	\$ 222,268.28	\$ 222,268.28	\$ 222,268.28	\$ -	0%	\$ -
17	CO # 076 - SI E-03	\$ 171,911.88	\$ 171,911.88	\$ 171,911.88	\$ -	0%	\$ -
18	CO # 077 - SI E-05	\$ 8,177.94	\$ 8,177.94	\$ 8,177.94	\$ -	0%	\$ -
19	CO # 091 - SI E-16	\$ 131,274.69	\$ 131,274.69	\$ 131,274.69	\$ -	0%	\$ -
20	CO # 096 - SI A-302	\$ 1,675.44	\$ 1,675.44	\$ 1,675.44	\$ -	0%	\$ -
21	CO # 097 - SI A-310	\$ 17,399.36	\$ 17,399.36	\$ 17,399.36	\$ -	0%	\$ -
22	CO # 105 - remote water meter readout	\$ 2,499.72	\$ 2,499.72	\$ 2,499.72	\$ -	0%	\$ -
23	CO # 058 - E-01 - heat tracing & drum drips	\$ 419,577.17	\$ 419,577.17	\$ 419,577.17	\$ -	0%	\$ -
24	CO # 136 - Elevator 6 Floors repair	\$ 1,515.36	\$ 1,515.36	\$ 1,515.36	\$ -	0%	\$ -

25	CO-142-PCO # 198 - Elevator 5 relocate	\$ 2,255.96	\$ 2,255.96	\$ 2,255.96	\$ -	0%	\$ -
26	CO 151.- Power to temp sump pump p4 level	\$ 852.39	\$ 852.39	\$ 852.39	\$ -	0%	\$ -
27	CO 140 - Grd water strom piping	\$ 6,751.68	\$ 6,751.68	\$ 6,751.68	\$ -	0%	\$ -
28	CO 201 - SI-E27 PT.1 Stair T Heat Trace	\$ 6,396.93	\$ 6,396.93	\$ 6,396.93	\$ -	0%	\$ -
29	CO 212 - modifications to switchboard	\$ 70,400.00	\$ 70,400.00	\$ 70,400.00	\$ -	0%	\$ -
30	co 226 - Groundwater sump pump connections	\$ 3,204.91	\$ 3,204.91	\$ 3,204.91	\$ -	0%	\$ -
31	co 210 - supply and handling light fixtures	\$ 1,235,842.50	\$ 1,235,842.50	\$ 1,235,842.50	\$ -	0%	\$ -
32	CD-002R1 - wo 20470	\$ 2,273.04	\$ 2,273.04	\$ 2,273.04	\$ -	0%	\$ -
33	CD-002R1 - wo 20471	\$ 3,030.72	\$ 3,030.72	\$ 3,030.72	\$ -	0%	\$ -
34	CD-002R1 - wo 20476	\$ 2,557.17	\$ 2,557.17	\$ 2,557.17	\$ -	0%	\$ -
35	CD-002R1 - wo 20477	\$ 2,462.46	\$ 2,462.46	\$ 2,462.46	\$ -	0%	\$ -
36	CO-304 - ESI-50 additional power to daycare	\$ 2,333.42	\$ 2,333.42	\$ 2,333.42	\$ -	0%	\$ -
37	CO-310 - ESI-47 Daycare garbage chute room	\$ 23,990.82	\$ 23,990.82	\$ 23,990.82	\$ -	0%	\$ -
38	CO-323 -PCO- 0620 Chipping for heat pump	\$ 7,092.22	\$ 7,092.22	\$ 7,092.22	\$ -	0%	\$ -
39	CO-327 - ESI-48 Modifications to stair Z power BAS	\$ 15,252.47	\$ 15,252.47	\$ 15,252.47	\$ -	0%	\$ -
40	CO-328 - ESI-52 Lights in stair A door operators	\$ 6,709.82	\$ 6,709.82	\$ 6,709.82	\$ -	0%	\$ -
41	CO-326 - ESI-27 - part 2 (A209 B1)	\$ 14,016.41	\$ 14,016.41	\$ 14,016.41	\$ -	0%	\$ -
42	CO-321 - ESI-42 - Electric heat below grade	\$ 17,222.45	\$ 17,222.45	\$ 17,222.45	\$ -	0%	\$ -
43	CO - 374 - Inviro Retail SI E-3	\$ 84,809.32	\$ 84,809.32	\$ 84,809.32	\$ -	0%	\$ -
44	CO-360-ESI-37 heat tracing for below grade hose bibs	\$ 25,041.57	\$ 25,041.57	\$ 25,041.57	\$ -	0%	\$ -
45	CO-157 - ESI-24 heating, AC, and CO system	\$ 63,525.41	\$ 63,525.41	\$ 63,525.41	\$ -	0%	\$ -
46	co-341 - esi pipe tracing, FA zone changes	\$ 50,576.36	\$ 50,576.36	\$ 50,576.36	\$ -	0%	\$ -
47	CD-002R1 WO 30391	\$ 1,515.36	\$ 1,515.36	\$ 1,515.36	\$ -	0%	\$ -
48	CD-002R1 WO 30399	\$ 12,416.12	\$ 12,416.12	\$ 12,416.12	\$ -	0%	\$ -
49	CO 261 - T&M to repair conduit in slab	\$ 1,200.89	\$ 1,200.89	\$ 1,200.89	\$ -	0%	\$ -
50	CO 416 - ESI - 41 - Irrigation pump & controllers	\$ 15,903.13	\$ 15,903.13	\$ 15,903.13	\$ -	0%	\$ -
51	CO 417 - T&M repair conduit in slab	\$ 9,278.33	\$ 9,278.33	\$ 9,278.33	\$ -	0%	\$ -
52	CO-436 - Power for elevator group 4	\$ 13,036.80	\$ 13,036.80	\$ 13,036.80	\$ -	0%	\$ -
53	CD-002R1 - wo 30402 - conduit locate	\$ 378.84	\$ 378.84	\$ 378.84	\$ -	0%	\$ -
54	CD-002R1 - wo 30403 - conduit locate	\$ 426.20	\$ 426.20	\$ 426.20	\$ -	0%	\$ -
55	CD-002R1 - wo 30395 - lighting removal	\$ 426.20	\$ 426.20	\$ 426.20	\$ -	0%	\$ -
56	CD-002R1 - wo 30408 - pre work for for CD-002R1	\$ 378.84	\$ 378.84	\$ 378.84	\$ -	0%	\$ -
57	CD-002R1 - wo 30409 - Temp feed during work	\$ 2,123.81	\$ 2,123.81	\$ 2,123.81	\$ -	0%	\$ -
58	CD-002R1 - wo 30415 - redo pipe heat trace	\$ 3,025.10	\$ 3,025.10	\$ 3,025.10	\$ -	0%	\$ -
59	CD-002R1 - wo 30418 - wires moved SI-373	\$ 378.84	\$ 378.84	\$ 378.84	\$ -	0%	\$ -
60	CO - 444 Residential garbage chute rm changes E46	\$ 20,898.82	\$ 20,898.82	\$ 20,898.82	\$ -	0%	\$ -
61	CO - 446 Extra cost for garage lights	\$ 19,164.50	\$ 19,164.50	\$ 19,164.50	\$ -	0%	\$ -
62	CO - 447 modification for retail switchboard	\$ 36,500.00	\$ 36,500.00	\$ 36,500.00	\$ -	0%	\$ -
63	CO - 448 changes for IFC set	\$ 58,286.53	\$ 58,286.53	\$ 58,286.53	\$ -	0%	\$ -
64	CO - 479 WO # 30397, 30406,30412, 30420	\$ 49,141.40	\$ 49,141.40	\$ 49,141.40	\$ -	0%	\$ -
65	CD-002R1 - WO # 30417 - Chipping pipes	\$ 3,788.40	\$ 3,788.40	\$ 3,788.40	\$ -	0%	\$ -
66	CO -445 water meter repeater backbone	\$ 38,326.84	\$ 38,326.84	\$ 38,326.84	\$ -	0%	\$ -
67	WO # 30421 - as per CD-002R1	\$ 3,598.98	\$ 3,598.98	\$ 3,598.98	\$ -	0%	\$ -
68	CO-458 - ESI-38 (arch SI-385)	\$ 329,708.78	\$ 329,708.78	\$ 329,708.78	\$ -	0%	\$ -
69	CO-516 - add lights and FA devices -IESI-04	\$ 63,727.99	\$ 63,727.99	\$ 63,727.99	\$ -	0%	\$ -
70	CD-006 - Stage FA system - TBD	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ -	0%	\$ -
71	CO-515 - E5/E7 - add splitter for fluid coolers	\$ 4,458.16	\$ 4,458.16	\$ 4,458.16	\$ -	0%	\$ -
72	CO-514 - ESI 58 - add pumps, fluid cooler splitter	\$ 59,062.31	\$ 59,062.31	\$ 59,062.31	\$ -	0%	\$ -
73	CO-530 - gym exit signs and pull stations SI-E-45	\$ 4,045.81	\$ 4,045.81	\$ 4,045.81	\$ -	0%	\$ -
74	CO-531 - res floor, 1 bedroom to 2 bedroom change	\$ 181,415.66	\$ 181,415.66	\$ 181,415.66	\$ -	0%	\$ -
75	WO # 30430 - CD-002R1	\$ 935.73	\$ 935.73	\$ 935.73	\$ -	0%	\$ -
76	WO # 30433 - CD-002R2	\$ 2,607.88	\$ 2,607.88	\$ 2,607.88	\$ -	0%	\$ -
77	CO # 460 - revise split system - SI E-20	\$ 120,433.96	\$ 120,433.96	\$ 120,433.96	\$ -	0%	\$ -
78	CO # 190 - landscape/arch changes - SI E-26	\$ 102,512.55	\$ 102,512.55	\$ 102,512.55	\$ -	0%	\$ -
79	CO-544 - exterior lighting & snow melting	\$ 56,236.71	\$ 56,236.71	\$ 56,236.71	\$ -	0%	\$ -
80	CO # 459 - add receptacles kitchen island	\$ 58,951.29	\$ 58,951.29	\$ 58,951.29	\$ -	0%	\$ -
81	CO # 542 - upgrade lighting layouts park/res - E29	\$ 136,382.84	\$ 136,382.84	\$ 136,382.84	\$ -	0%	\$ -
82	CO # 541 - below grade/amenity area lfg changes	\$ 74,651.74	\$ 74,651.74	\$ 74,651.74	\$ -	0%	\$ -
83	CO # 158 - add outdoor lfgs in pool amenity	\$ 1,108.40	\$ 1,108.40	\$ 1,108.40	\$ -	0%	\$ -
84	CO # 153 - upgrade suite 645 & 644	\$ 3,010.28	\$ 3,010.28	\$ 3,010.28	\$ -	0%	\$ -
85	CO # 539 - electrical layout revisions Reetail B1-E43	\$ 10,286.86	\$ 10,286.86	\$ 10,286.86	\$ -	0%	\$ -
86	CO # 537 - ESI-39 - items to be suspended	\$ 70,523.37	\$ 70,523.37	\$ 70,523.37	\$ -	0%	\$ -
87	CO # 540 - add below grade heating, elev rm change	\$ 90,234.96	\$ 90,234.96	\$ 90,234.96	\$ -	0%	\$ -
88	CO # 167 - install power metering for suites	\$ 48,260.00	\$ 45,847.00	\$ 45,847.00	\$ -	0%	\$ 2,413.00
89	CO # 188 - light bollards for landscaping	\$ 34,273.65	\$ 34,273.65	\$ 34,273.65	\$ -	0%	\$ -
90	CO # 189 - lighting changes P1 truck entrance	\$ 10,689.43	\$ 10,689.43	\$ 10,689.43	\$ -	0%	\$ -
91	CO # 579 - Added heaters, pumps, connections etc	\$ 55,242.28	\$ 55,242.28	\$ 55,242.28	\$ -	0%	\$ -
92	CO # 461 - Revised building B1-B7 suite layout	\$ 55,486.70	\$ 55,486.70	\$ 55,486.70	\$ -	0%	\$ -
93	CO # 578 - add auto door openers	\$ 68,682.16	\$ 68,682.16	\$ 68,682.16	\$ -	0%	\$ -
94	CO # 187 - Additional devices ESI-11	\$ 23,868.25	\$ 23,868.25	\$ 23,868.25	\$ -	0%	\$ -
95	CO # 463 - Heat trace to bicycle path	\$ 15,046.52	\$ 15,046.52	\$ 15,046.52	\$ -	0%	\$ -
96	CO # 462 - Exterior lighting changes - ESI-10	\$ 32,694.42	\$ 32,694.42	\$ 32,694.42	\$ -	0%	\$ -
97	CO # 586 - additional under counter lights	\$ 137,890.87	\$ 137,890.87	\$ 137,890.87	\$ -	0%	\$ -
98	CD-002R1 - WO # 30427	\$ 10,358.43	\$ 10,358.43	\$ 10,358.43	\$ -	0%	\$ -
99	CO-604 - misc items added to drawings	\$ 91,497.14	\$ 91,497.14	\$ 91,497.14	\$ -	0%	\$ -
100	CD-009 - WO # 30437	\$ 1,704.78	\$ 1,704.78	\$ 1,704.78	\$ -	0%	\$ -
101	CD-009 - WO # 30439	\$ 3,314.85	\$ 3,314.85	\$ 3,314.85	\$ -	0%	\$ -
102	CD-009 - WO # 30442	\$ 4,444.54	\$ 4,444.54	\$ 4,444.54	\$ -	0%	\$ -
103	CD-009 - WO # 30443	\$ 4,584.59	\$ 4,584.59	\$ 4,584.59	\$ -	0%	\$ -
104	CR-802 - retail leasing changes SI 373R1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
105	CO-787 - repair damaged conduit & boxes	\$ 1,550.47	\$ 1,550.47	\$ 1,550.47	\$ -	0%	\$ -
106	CO-588 - SI E-19	\$ 56,147.58	\$ 56,147.58	\$ 56,147.58	\$ -	0%	\$ -
107	CO-792 - conduit & wiring for city of TO water meter	\$ 4,014.97	\$ 4,014.97	\$ 4,014.97	\$ -	0%	\$ -
108	CO-708 - SI E-28	\$ 47,464.85	\$ 47,464.85	\$ 47,464.85	\$ -	0%	\$ -
109	CO-450.1 - negative amount	\$ (562,436.00)	\$ (562,436.00)	\$ (562,436.00)	\$ -	0%	\$ -
110	CO-449 - negative amount	\$ (330,000.00)	\$ (330,000.00)	\$ (330,000.00)	\$ -	0%	\$ -
111	CD-006 -30435	\$ 3,720.99	\$ 3,720.99	\$ 3,720.99	\$ -	0%	\$ -

112	CD-006 -30446	\$ 4,035.48	\$ 4,035.48	\$ 4,035.48	\$ -	0%	\$ -
113	CD-009 - WO 30440	\$ 4,116.12	\$ 4,116.12	\$ 4,116.12	\$ -	0%	\$ -
114	CD-009 - WO 30441	\$ 3,030.72	\$ 3,030.72	\$ 3,030.72	\$ -	0%	\$ -
115	CO 552 - Heat tracing for sprinklers	\$ 25,370.22	\$ 25,370.22	\$ 25,370.22	\$ -	0%	\$ -
116	CO 827 - T & M relocate electrical outlets	\$ 1,183.88	\$ 1,183.88	\$ 1,183.88	\$ -	0%	\$ -
117	CO 828 - Extend ceiling mounted devices	\$ 8,126.17	\$ 8,126.17	\$ 8,126.17	\$ -	0%	\$ -
118	CO 789 - T & M power for cameras	\$ 3,498.90	\$ 3,498.90	\$ 3,498.90	\$ -	0%	\$ -
119	CO 653 - 2x2 conduits for Longos	\$ 10,734.75	\$ 10,734.75	\$ 10,734.75	\$ -	0%	\$ -
120	REVERSE LINE 70 - CD-006 - Stage FA system - TBD	\$ (48,000.00)	\$ (48,000.00)	\$ (48,000.00)	\$ -	0%	\$ -
121	REVERSE LINE 104 - CR-802 - retail leasing changes S	\$ (50,000.00)	\$ (50,000.00)	\$ (50,000.00)	\$ -	0%	\$ -
122	CD - 009 - WO # 30454	\$ 3,290.25	\$ 3,290.25	\$ 3,290.25	\$ -	0%	\$ -
123	CO - 906- Added 75KVA transformer - E-66	\$ 32,304.90	\$ 32,304.90	\$ 32,304.90	\$ -	0%	\$ -
124	CO-907 - smoke evacuation fan east	\$ 23,848.43	\$ 23,848.43	\$ 23,848.43	\$ -	0%	\$ -
125	CO-913 - Temporary power	\$ 27,310.47	\$ 27,310.47	\$ 27,310.47	\$ -	0%	\$ -
126	CO-981 - power and FA requirements - ESI-14	\$ 11,865.50	\$ 11,865.50	\$ 11,865.50	\$ -	0%	\$ -
127	CO-982 - Smoke & evacuation fan west - ESI-15	\$ 104,223.60	\$ 104,223.60	\$ 104,223.60	\$ -	0%	\$ -
128	CD-009 - WO # 24219	\$ 6,168.59	\$ 6,168.59	\$ 6,168.59	\$ -	0%	\$ -
129	CD-009 - WO # 24229	\$ 3,222.54	\$ 3,222.54	\$ 3,222.54	\$ -	0%	\$ -
130	CD-009 - WO # 24227	\$ 21,900.00	\$ 21,900.00	\$ 21,900.00	\$ -	0%	\$ -
131	WO # 24222 CD - 29	\$ 1,704.78	\$ 1,704.78	\$ 1,704.78	\$ -	0%	\$ -
132	CO # 908 -power to communication conduit - ESI-12	\$ 53,563.38	\$ 53,563.38	\$ 53,563.38	\$ -	0%	\$ -
133	CO # 1032 - winners and daycare power	\$ 70,194.33	\$ 70,194.33	\$ 70,194.33	\$ -	0%	\$ -
134	CO # - 960 - inviro retail ESI-13	\$ 10,754.73	\$ 10,754.73	\$ 10,754.73	\$ -	0%	\$ -
135	CO # 958 - inviro retail ESI - 8	\$ 37,036.63	\$ 37,036.63	\$ 37,036.63	\$ -	0%	\$ -
136	CO # 957 - inviro retail ESI - 5	\$ 21,864.62	\$ 21,864.62	\$ 21,864.62	\$ -	0%	\$ -
137	CD 029 - WO # 30460	\$ 6,061.44	\$ 6,061.44	\$ 6,061.44	\$ -	0%	\$ -
138	CD 010 - WO # 31960	\$ 4,070.34	\$ 4,070.34	\$ 4,070.34	\$ -	0%	\$ -
139	CO-1066 - T & M work	\$ 22,688.15	\$ 22,688.15	\$ 22,688.15	\$ -	0%	\$ -
140	CO - 1012 - Temp power distribution	\$ 317,109.62	\$ 317,109.62	\$ 317,109.62	\$ -	0%	\$ -
141	CO - 1085 - T & M work	\$ 36,968.58	\$ 36,968.58	\$ 36,968.58	\$ -	0%	\$ -
142	CD045 - wo # 24231 - heat trace 3 pipes at load dock	\$ 9,018.93	\$ 9,018.93	\$ 9,018.93	\$ -	0%	\$ -
143	CD010 - Wo # 31981-31988	\$ 45,412.85	\$ 45,412.85	\$ 45,412.85	\$ -	0%	\$ -
144		\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
145	CO - 1220 - additional pumps SI A-703 -ESI-6	\$ 45,532.12	\$ 45,532.12	\$ 45,532.12	\$ -	0%	\$ -
146	DELETED - CD - 071	\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
147	CO - 1216 - add hot water tank power	\$ 9,167.26	\$ 9,167.26	\$ 9,167.26	\$ -	0%	\$ -
148	CO - 1215 - add L5 exterior light at exit door	\$ 4,109.09	\$ 4,109.09	\$ 4,109.09	\$ -	0%	\$ -
149	CO - 1214 - add smoke detectors for make up air	\$ 8,587.26	\$ 8,587.26	\$ 8,587.26	\$ -	0%	\$ -
150	CO - 1222 - add retail heat pump connections ESI-10	\$ 6,379.47	\$ 6,379.47	\$ 6,379.47	\$ -	0%	\$ -
151	CO-1213 - add lights in suites walkin closet ESI-68	\$ 4,577.47	\$ 4,577.47	\$ 4,577.47	\$ -	0%	\$ -
152	CO - 1212 - add auto door operators	\$ 6,160.61	\$ 6,160.61	\$ 6,160.61	\$ -	0%	\$ -
153	CCN - Jan OT - CD-029 wo # 33246, 33247	\$ 12,271.59	\$ 12,271.59	\$ 12,271.59	\$ -	0%	\$ -
154	CO-1102 - additional FA switches	\$ 18,752.21	\$ 18,752.21	\$ 18,752.21	\$ -	0%	\$ -
155	CO - 1208 - add retail canopy signage	\$ 21,874.38	\$ 21,874.38	\$ 21,874.38	\$ -	0%	\$ -
156	CO - 905 - fire alarm changes	\$ 22,396.91	\$ 22,396.91	\$ 22,396.91	\$ -	0%	\$ -
157	CO-1211 - add heat tracing/ power for dampers ESI-63	\$ 65,728.19	\$ 65,728.19	\$ 65,728.19	\$ -	0%	\$ -
158	CO - 1210 - add receptacles in kitchen ESI-62	\$ 11,797.72	\$ 11,797.72	\$ 11,797.72	\$ -	0%	\$ -
159	CO - 1209 - exterior lighting, lighting control pni ESI56	\$ 33,633.33	\$ 33,633.33	\$ 33,633.33	\$ -	0%	\$ -
160	WO # 31966 - CD 009R1	\$ 7,201.96	\$ 7,201.96	\$ 7,201.96	\$ -	0%	\$ -
161	CD - 006 - Wo 33248 & 33249	\$ 8,017.52	\$ 8,017.52	\$ 8,017.52	\$ -	0%	\$ -
162	Feb OT - 33246, 33247 - CD -029	\$ 3,641.15	\$ 3,641.15	\$ 3,641.15	\$ -	0%	\$ -
163	CD-010 - WO # 33251	\$ 8,752.05	\$ 8,752.05	\$ 8,752.05	\$ -	0%	\$ -
164		\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
165	Co-1383	\$ 29,726.94	\$ 29,726.94	\$ 29,726.94	\$ -	0%	\$ -
166	WO # 31994 - CD-045	\$ 2,381.08	\$ 2,381.08	\$ 2,381.08	\$ -	0%	\$ -
167	WO # 31979/31978 - SI-781, CO # 1420	\$ 27,312.23	\$ 27,312.23	\$ 27,312.23	\$ -	0%	\$ -
168	Wo # 33228 - CD-104 winners wall cut	\$ 5,547.56	\$ 5,547.56	\$ 5,547.56	\$ -	0%	\$ -
169	WO # 33230/33232 - CD-006	\$ 9,325.59	\$ 9,325.59	\$ 9,325.59	\$ -	0%	\$ -
170	WO # 33226 - Barrier free suites re & re - CD-71	\$ 20,318.88	\$ 20,318.88	\$ 20,318.88	\$ -	0%	\$ -
171	WO # 33238 - FA OT - CD-029	\$ 5,419.26	\$ 5,419.26	\$ 5,419.26	\$ -	0%	\$ -
172	CO # 1434 - ESI-83 -WO 31978/31979	\$ 6,002.85	\$ 6,002.85	\$ 6,002.85	\$ -	0%	\$ -
173		\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
174	CO-1479 - PCO 1535 - power to irrigation pumps	\$ 8,947.58	\$ 8,947.58	\$ 8,947.58	\$ -	0%	\$ -
175	CO-1438 - ESI-76 - power conn for motorized damper	\$ 2,207.96	\$ 2,207.96	\$ 2,207.96	\$ -	0%	\$ -
176	CO-1431 - PCO-1499 power to multiplex site trailer	\$ 4,077.32	\$ 4,077.32	\$ 4,077.32	\$ -	0%	\$ -
177	CO-1459 - ESI-E16 - common lobbies update	\$ 58,200.99	\$ 58,200.99	\$ 58,200.99	\$ -	0%	\$ -
178	CO-1223 - Power & telecom for Longos	\$ 80,756.01	\$ 80,756.01	\$ 80,756.01	\$ -	0%	\$ -
179	CO-1407 - ESIR-23R - Power & telecom for Shoppers	\$ 39,112.68	\$ 39,112.68	\$ 39,112.68	\$ -	0%	\$ -
180	CO-1412 - Power & telecom for petsmart	\$ 26,559.72	\$ 26,559.72	\$ 26,559.72	\$ -	0%	\$ -
181	CO- 1568 - SI 73 - Stair P - lighting, power	\$ 10,860.07	\$ 10,860.07	\$ 10,860.07	\$ -	0%	\$ -
182	CO-1432 - SI-22 - power for escalator	\$ 22,957.34	\$ 22,957.34	\$ 22,957.34	\$ -	0%	\$ 2,550.82
183	CO-1435 - SI-80 - mech space	\$ 19,449.73	\$ 19,449.73	\$ 19,449.73	\$ -	0%	\$ -
184	CO-1425 - change conduit & wires - elevators	\$ 5,150.45	\$ 5,150.45	\$ 5,150.45	\$ -	0%	\$ -
185	WO # 33921 - CD-10 - Pipe for security contractor	\$ 18,289.99	\$ 18,289.99	\$ 18,289.99	\$ -	0%	\$ -
186	WO # 33922 - CD-10 - Pipe for security contractor	\$ 17,163.50	\$ 17,163.50	\$ 17,163.50	\$ -	0%	\$ -
187	WO # 33923 - CD-10 - Pipe for security contractor	\$ 17,979.14	\$ 17,979.14	\$ 17,979.14	\$ -	0%	\$ -
188	WO # 33932 - CD-10 - Pipe for elevator shaft	\$ 3,070.67	\$ 3,070.67	\$ 3,070.67	\$ -	0%	\$ -
189	WO # 33933 - CD-10 - Pipe for elevator shaft	\$ 3,212.09	\$ 3,212.09	\$ 3,212.09	\$ -	0%	\$ -
190	WO # 33934 - CD-10 - Pipe for sec to group 7 elev mec	\$ 2,626.05	\$ 2,626.05	\$ 2,626.05	\$ -	0%	\$ -
191	WO # 33935 - CD-10 - install panel for elevator 9	\$ 803.95	\$ 803.95	\$ 803.95	\$ -	0%	\$ -
192	WO # 33936 - CD-10 - install recept at security panel	\$ 621.10	\$ 621.10	\$ 621.10	\$ -	0%	\$ -
193	WO # 33937 - CD-10 - pipe wire for security elev 4	\$ 1,152.64	\$ 1,152.64	\$ 1,152.64	\$ -	0%	\$ -
194	WO # 33938 - CD-10 - install conduit elev 11 to bldg c	\$ 3,843.87	\$ 3,843.87	\$ 3,843.87	\$ -	0%	\$ -
195	CO # 1218 - room signs in the main lobby	\$ 1,859.55	\$ 1,859.55	\$ 1,859.55	\$ -	0%	\$ -
196	CO # 1440 - ESI - 69, maglocks, dampers, fire alarm	\$ 27,762.13	\$ 27,762.13	\$ 27,762.13	\$ -	0%	\$ -
197	CO # 1424 - SI E-4 - snow melting on wast ramp	\$ 33,093.32	\$ 19,855.99	\$ 19,855.99	\$ -	0%	\$ 13,237.33
198	CO # 1436 - ESI - 79 - lighting power, fire alarm etc	\$ 40,934.26	\$ 40,934.26	\$ 40,934.26	\$ -	0%	\$ -

199	CD-032 -WO # 25673 - MPH plugs for chemical equip	\$ 1,898.90	\$ 1,898.90	\$ 1,898.90	\$ -	0%	\$ -
200		\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
TOTAL		\$ 9,090,962.10	\$ 7,822,719.27	\$ 7,822,719.27	\$ -	0.000%	\$ 1,268,242.83

TOTAL	\$ 15,840,962.10	\$ 14,567,719.27	\$ 14,567,719.27	\$ -	0.000%	\$ 1,273,242.83
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OVERALL SUMMARY	
CONTRACT AMOUNT	\$ 15,840,962.10
PREVIOUSLY BILLED	\$ (14,560,072.76)
CURRENT PROGRESS	\$ (7,646.51)
CONTRACT BALANCE W/R	\$ 1,273,242.83

THIS MONTH SUMMARY	
PROGRES BILL FOR THIS MONTH	\$ -
RETAINAGE	\$ 7,646.51
SUBTOTAL	\$ 7,646.51
HST	\$ 994.05
TOTAL	\$ 8,640.66

This is Exhibit "P" referred to in the Affidavit of Marco Bucci sworn September 4, 2019.



Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS


ELECTRICAL CONTRACTORS LIMITED

114A Caster Ave., Woodbridge, Ontario L4L 5Y9

Tel: 905-264-2344 Fax: 905-264-1158

Toll Free: 1-888-605-1525

SOLD TO: KINGSCLUB DEVELOPMENT INC./MULTIPLEX
 C/O MULTIPLEX CONSTRUCTION CANADA LTD.
 130 KING STREET WEST
 SUITE # 2350
 TORONTO ON M5X 2A2

RE: KINGSCLUB
 PROGRESS #52

(647) 449-2008

DATE	SALESMAN	YOUR ORDER No.	OUR ORDER No.	SHIPPED VIA	TERMS
21-Aug-2019			34681		Net 30 days
QUANTITY ORDERED	DESCRIPTION			UNIT PRICE	AMOUNT
	CONTRACT AMOUNT				\$15,840,962.10
	PREVIOUSLY BILLED				\$14,567,719.27
	CURRENT PROGRESS				\$ 1,125,037.52
	CONTRACT BALANCE W/R				\$ 148,205.31
1.00				1,250,041.69	1,250,041.69
1.00	RETAINAGE			-125,004.17	-125,004.17
				NET TOTAL	1,125,037.52
HST Number 10496 0299 RT0001				HST	146,254.88
TOTAL					\$ 1,271,292.40

INVOICE

No 30250

Kingsclub

FR: SPEEDY ELECTRICAL CONTRACTORS

Sonia Ciarelli
 sciarelli@speedyelectric.ca
 fax: 905-264-1168

MAURIZIO
 GERALDO

INVOICE # 30250
 DATE 8/21/2019
 DRAW # 52

PROGRESS DRAW

		CONTRACT	WORK COMPLETED TO DATE	WORK PREVIOUSLY BILLED	WORK COMPLETED THIS PERIOD \$	WORK COMPLETED THIS PERIOD %	BALANCE TO COMPLETE
BREAKDOWN							
1	PERMITS, DRAWINGS	\$ 50,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ 5,000.00
2	TEMPORARY SERVICE & POWER	\$ 22,800.00	\$ 22,800.00	\$ 22,800.00	\$ -	0%	\$ -
3	HIGH VOLTAGE - SWITCHGEAR	\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
4	HIGH VOLTAGE - TRANSFORMERS	\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
5	HIGH VOLTAGE - FEEDER	\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
6	DISTRIBUTION - RETAIL	\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
7	DISTRIBUTION - MAIN SWITCHBOARDS/POWER TRANS	\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
8	DISTRIBUTION - TRANSFORMERS	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ -	0%	\$ -
9	DISTRIBUTION - ROOF SWITCHBOARD	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ -	0%	\$ -
10	DISTRIBUTION - MISC. PANELS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ -	0%	\$ -
11	DISTRIBUTION - SUITE RISER PANELS	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ -	0%	\$ -
12	DISTRIBUTION - SUITE PANELS	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
13	DISTRIBUTION INSTALLATION	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ -	0%	\$ -
14	FIRE ALARM - MAIN PANEL	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ -	0%	\$ -
15	FIRE ALARM - DEVICES	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ -	0%	\$ -
16	FIRE ALARM - VERIFICATION	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
17	GEN SET SUPPLY - A	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ -	0%	\$ -
18	GEN SET SUPPLY - B	\$ 291,200.00	\$ 291,200.00	\$ 291,200.00	\$ -	0%	\$ -
19	GEN SET INSTALLATION	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
20	RAMP HEATING	\$ 118,000.00	\$ 118,000.00	\$ 118,000.00	\$ -	0%	\$ -
21	P4-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ -	0%	\$ -
22	P3-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ -	0%	\$ -
23	P2-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ -	0%	\$ -
24	P1-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ -	0%	\$ -
25	P4-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	0%	\$ -
26	P3-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	0%	\$ -
27	P2-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	0%	\$ -
28	P1-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	0%	\$ -
29	P4-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
30	P3-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
31	P2-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
32	P1-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
33	RETAIL A1 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
34	RETAIL A2 / KING - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
35	RETAIL B1 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
36	RETAIL B2 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
37	NON-RES B1 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
38	BUILDING 'A'			\$ -			
39	A1-SLAB	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ -	0%	\$ -
40	A2-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ -	0%	\$ -
41	A3-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ -	0%	\$ -
42	A4-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ -	0%	\$ -
43	A5-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ -	0%	\$ -
44	A6-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ -	0%	\$ -
45	A7-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ -	0%	\$ -
46	A8-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ -	0%	\$ -
47	A9-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ -	0%	\$ -
48	A10-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ -	0%	\$ -
49	A11-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ -	0%	\$ -
50	A12-SLAB	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ -	0%	\$ -
51	A13-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
52	A14-SLAB	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ -	0%	\$ -
53	A15-SLAB	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ -	0%	\$ -
54	A16-SLAB	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ -	0%	\$ -
55	A - MECH / ROOF SLAB	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	0%	\$ -
56				\$ -			
57	A1-ROUGH-IN	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ -	0%	\$ -
58	A2-ROUGH-IN	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ -	0%	\$ -
59	A3-ROUGH-IN	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ -	0%	\$ -
60	A4-ROUGH-IN	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ -	0%	\$ -
61	A5-ROUGH-IN	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ -	0%	\$ -
62	A6-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ -	0%	\$ -
63	A7-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ -	0%	\$ -
64	A8-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ -	0%	\$ -
65	A9-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ -	0%	\$ -
66	A10-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ -	0%	\$ -
67	A11-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ -	0%	\$ -
68	A12-ROUGH-IN	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ -	0%	\$ -

69	A13-ROUGH-IN	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ -	0%	\$ -
70	A14-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
71	A15-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
72	A16-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
73	A - MECH / ROOF ROUGH-IN	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	0%	\$ -
74							
75	A1-FINISHING	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
76	A2-FINISHING	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
77	A3-FINISHING	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
78	A4-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
79	A5-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
80	A6-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
81	A7-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
82	A8-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
83	A9-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
84	A10-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
85	A11-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
86	A12-FINISHING	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
87	A13-FINISHING	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	0%	\$ -
88	A14-FINISHING	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
89	A15-FINISHING	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
90	A16-FINISHING	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
91	A - MECH / ROOF FINISH	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	0%	\$ -
92	BUILDING 'B' WEST						
93	B1-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
94	B2-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
95	B3-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
96	B4-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
97	B5-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
98	B6-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
99	B7-SLAB	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
100	B8-SLAB	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
101	B - MECH / ROOF SLAB	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	0%	\$ -
102	B1-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
103	B2-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
104	B3-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
105	B4-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
106	B5-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
107	B6-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
108	B7-ROUGH-IN	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
109	B8-ROUGH-IN	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
110	B - MECH / ROOF ROUGH-IN	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	0%	\$ -
111	B1-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
112	B2-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
113	B3-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
114	B4-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
115	B5-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
116	B6-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
117	B7-FINISHING	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%	\$ -
118	B8-FINISHING	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%	\$ -
119	B - MECH / ROOF FINISH	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%	\$ -
	TOTAL	\$ 6,750,000.00	\$ 6,745,000.00	\$ 6,745,000.00	\$ -	0.000%	\$ 5,000.00

CHANGE ORDERS

	CONTRACT	WORK COMPLETED TO DATE	WORK PREVIOUSLY BILLED	WORK COMPLETED THIS PERIOD \$	WORK COMPLETED THIS PERIOD %	BALANCE TO COMPLETE
	BREAKDOWN					
1	CHANGE ORDER 15037-02 - Dist/Retail/Gen	\$ 2,679,436.00	\$ 2,679,436.00	\$ 1,429,394.31	47%	\$ -
2	CHANGE ORDER 15037-03 - Occupancy sensors	\$ 3,915.64	\$ 3,915.64	\$ 3,915.64	0%	\$ -
3	CHANGE ORDER 15037-04 - SI E-15	\$ 178,457.97	\$ 178,457.97	\$ 178,457.97	0%	\$ -
4	CHANGE ORDER 15037-01	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
5	CHANGE ORDER 019	\$ 8,611.66	\$ 8,611.66	\$ 8,611.66	0%	\$ -
6	CHANGE ORDER 018	\$ 947.10	\$ 947.10	\$ 947.10	0%	\$ -
7	CO # 22 - SI # E 12 - Metering Conduit	\$ 169,000.00	\$ 169,000.00	\$ 169,000.00	0%	\$ -
8	CO # 42 - Off site storage of generator	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	0%	\$ -
9	CO # 046 - PCO #0265 Winter heating	\$ 17,145.10	\$ 17,145.10	\$ 17,145.10	0%	\$ -
10	CO # 050 - temp washroom heat tracing (grd level)	\$ 3,135.35	\$ 3,135.35	\$ 3,135.35	0%	\$ -
11	CO # 056 - change 1 silencer per generator	\$ 28,616.00	\$ 28,616.00	\$ 28,616.00	0%	\$ -
12	CO # 071 - SI E-04	\$ 37,762.54	\$ 37,762.54	\$ 37,762.54	0%	\$ -
13	CO # 072 - SI E-21	\$ 44,486.90	\$ 44,486.90	\$ 44,486.90	0%	\$ -
14	CO # 073 - SI E-08	\$ 16,376.51	\$ 16,376.51	\$ 16,376.51	0%	\$ -
15	CO # 074 - SI E-06R1	\$ 9,547.38	\$ 9,547.38	\$ 9,547.38	0%	\$ -
16	CO # 075 - SI E-02	\$ 222,268.28	\$ 222,268.28	\$ 222,268.28	0%	\$ -
17	CO # 076 - SI E-03	\$ 171,911.88	\$ 171,911.88	\$ 171,911.88	0%	\$ -
18	CO # 077 - SI E-05	\$ 8,177.94	\$ 8,177.94	\$ 8,177.94	0%	\$ -
19	CO # 091 - SI E-16	\$ 131,274.69	\$ 131,274.69	\$ 131,274.69	0%	\$ -
20	CO # 096 - SI A-302	\$ 1,675.44	\$ 1,675.44	\$ 1,675.44	0%	\$ -
21	CO # 097 - SI A-310	\$ 17,399.36	\$ 17,399.36	\$ 17,399.36	0%	\$ -
22	CO # 105 - remote water meter readout	\$ 2,499.72	\$ 2,499.72	\$ 2,499.72	0%	\$ -
23	CO # 058 - E-01 - heat tracing & drum drips	\$ 419,577.17	\$ 419,577.17	\$ 419,577.17	0%	\$ -
24	CO # 136 - Elevator 6 Floors repair	\$ 1,515.36	\$ 1,515.36	\$ 1,515.36	0%	\$ -

25	CO-142 -PCO # 198 - Elevator 5 relocate	\$ 2,255.96	\$ 2,255.96	\$ 2,255.96	\$ -	0%	\$ -
26	CO 151 - Power to temp sump pump p4 level	\$ 852.39	\$ 852.39	\$ 852.39	\$ -	0%	\$ -
27	CO 140 - Grd water storm piping	\$ 6,751.68	\$ 6,751.68	\$ 6,751.68	\$ -	0%	\$ -
28	CO 201 - SI-E27-PT,1 Stair T Heat Trace	\$ 6,396.93	\$ 6,396.93	\$ 6,396.93	\$ -	0%	\$ -
29	CO 212 - modifications to switchboard	\$ 70,400.00	\$ 70,400.00	\$ 70,400.00	\$ -	0%	\$ -
30	co 226 - Groundwater sump pump connections	\$ 3,204.91	\$ 3,204.91	\$ 3,204.91	\$ -	0%	\$ -
31	co 210 - supply and handling light fixtures	\$ 1,235,842.50	\$ 1,235,842.50	\$ 1,235,842.50	\$ -	0%	\$ -
32	CD-002R1 - wo 20470	\$ 2,273.04	\$ 2,273.04	\$ 2,273.04	\$ -	0%	\$ -
33	CD-002R1 - wo 20471	\$ 3,030.72	\$ 3,030.72	\$ 3,030.72	\$ -	0%	\$ -
34	CD-002R1 - wo 20476	\$ 2,557.17	\$ 2,557.17	\$ 2,557.17	\$ -	0%	\$ -
35	CD-002R1 - wo 20477	\$ 2,462.46	\$ 2,462.46	\$ 2,462.46	\$ -	0%	\$ -
36	CO-304 - ESI-50 additional power to daycare	\$ 2,333.42	\$ 2,333.42	\$ 2,333.42	\$ -	0%	\$ -
37	CO-310 - ESI-47 Daycare garbage chute room	\$ 23,990.82	\$ 23,990.82	\$ 23,990.82	\$ -	0%	\$ -
38	CO-323 -PCO- 0620 Chipping for heat pump	\$ 7,092.22	\$ 7,092.22	\$ 7,092.22	\$ -	0%	\$ -
39	CO-327 - ESI-48 Modifications to stair Z power BAS	\$ 15,252.47	\$ 15,252.47	\$ 15,252.47	\$ -	0%	\$ -
40	CO-328 - ESI-52 Lights in stair A door operators	\$ 6,709.82	\$ 6,709.82	\$ 6,709.82	\$ -	0%	\$ -
41	CO-326 - ESI-27 - part 2 (A209 B1)	\$ 14,016.41	\$ 14,016.41	\$ 14,016.41	\$ -	0%	\$ -
42	CO-321 - ESI-42 - Electric heat below grade	\$ 17,222.45	\$ 17,222.45	\$ 17,222.45	\$ -	0%	\$ -
43	CO - 374 - Inviro Retail SI E-3	\$ 84,809.32	\$ 84,809.32	\$ 84,809.32	\$ -	0%	\$ -
44	CO-360-ESI-37 heat tracing for below grade hose bibs	\$ 25,041.57	\$ 25,041.57	\$ 25,041.57	\$ -	0%	\$ -
45	CO-157 - ESI-24 heating, AC, and CO system	\$ 63,525.41	\$ 63,525.41	\$ 63,525.41	\$ -	0%	\$ -
46	co-341 - esi pipe tracing, FA zone changes	\$ 50,576.36	\$ 50,576.36	\$ 50,576.36	\$ -	0%	\$ -
47	CD-002R1 WO 30391	\$ 1,515.36	\$ 1,515.36	\$ 1,515.36	\$ -	0%	\$ -
48	CD-002R1 WO 30399	\$ 12,416.12	\$ 12,416.12	\$ 12,416.12	\$ -	0%	\$ -
49	Co 281 - T&M to repair conduit in slab	\$ 1,200.89	\$ 1,200.89	\$ 1,200.89	\$ -	0%	\$ -
50	Co 416 - ESI - 41 - Irrigation pump & controllers	\$ 15,903.13	\$ 15,903.13	\$ 15,903.13	\$ -	0%	\$ -
51	CO 417 - T&M repair conduit in slab	\$ 9,278.33	\$ 9,278.33	\$ 9,278.33	\$ -	0%	\$ -
52	CO-436 - Power for elevator group 4	\$ 13,036.80	\$ 13,036.80	\$ 13,036.80	\$ -	0%	\$ -
53	CD-002R1 - wo 30402 - conduit locate	\$ 378.84	\$ 378.84	\$ 378.84	\$ -	0%	\$ -
54	CD-002R1 - wo 30403 - conduit locate	\$ 426.20	\$ 426.20	\$ 426.20	\$ -	0%	\$ -
55	CD-002R1 - wo 30395 - lighting removal	\$ 426.20	\$ 426.20	\$ 426.20	\$ -	0%	\$ -
56	CD-002R1 - wo 30408 - pre work for for CD-002R1	\$ 378.84	\$ 378.84	\$ 378.84	\$ -	0%	\$ -
57	CD-002R1 - wo 30409 - Temp feed during work	\$ 2,123.81	\$ 2,123.81	\$ 2,123.81	\$ -	0%	\$ -
58	CD-002R1 - wo 30415 - redo pipe heat trace	\$ 3,025.10	\$ 3,025.10	\$ 3,025.10	\$ -	0%	\$ -
59	CD-002R1 - wo 30418 - wires moved SI-373	\$ 378.84	\$ 378.84	\$ 378.84	\$ -	0%	\$ -
60	CO - 444 Residential garbage chute rm changes E46	\$ 20,898.82	\$ 20,898.82	\$ 20,898.82	\$ -	0%	\$ -
61	CO - 446 Extra cost for garage lights	\$ 19,164.50	\$ 19,164.50	\$ 19,164.50	\$ -	0%	\$ -
62	CO - 447 modification for retail switchboard	\$ 36,500.00	\$ 36,500.00	\$ 36,500.00	\$ -	0%	\$ -
63	CO - 448 changes for IFC set	\$ 58,286.53	\$ 58,286.53	\$ 58,286.53	\$ -	0%	\$ -
64	CO - 479 WO # 30397, 30406, 30412, 30420	\$ 49,141.40	\$ 49,141.40	\$ 49,141.40	\$ -	0%	\$ -
65	CD-002R1 - WO # 30417 - Chipping pipes	\$ 3,788.40	\$ 3,788.40	\$ 3,788.40	\$ -	0%	\$ -
66	CO -445 water meter repeater backbone	\$ 38,326.84	\$ 38,326.84	\$ 38,326.84	\$ -	0%	\$ -
67	WO # 30421 - as per CD-002R1	\$ 3,598.98	\$ 3,598.98	\$ 3,598.98	\$ -	0%	\$ -
68	CO-458 - ESI-38 (arch SI-385)	\$ 329,708.78	\$ 329,708.78	\$ 329,708.78	\$ -	0%	\$ -
69	CD-516 - add lights and FA devices -IESI-04	\$ 63,727.99	\$ 63,727.99	\$ 63,727.99	\$ -	0%	\$ -
70	CD-006 - Stage FA system - TBD	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ -	0%	\$ -
71	CO-515 - ES/E7 - add splitter for fluid coolers	\$ 4,458.16	\$ 4,458.16	\$ 4,458.16	\$ -	0%	\$ -
72	CO-514 - ESI 58 - add pumps, fluid cooler splitter	\$ 59,062.31	\$ 59,062.31	\$ 59,062.31	\$ -	0%	\$ -
73	CO-530 - gym exit signs and pull stations SI-E-45	\$ 4,045.81	\$ 4,045.81	\$ 4,045.81	\$ -	0%	\$ -
74	CO-531 - res floor, 1 bedroom to 2 bedroom change	\$ 181,415.66	\$ 181,415.66	\$ 181,415.66	\$ -	0%	\$ -
75	WO # 30430 - CD-002R1	\$ 935.73	\$ 935.73	\$ 935.73	\$ -	0%	\$ -
76	WO # 30433 - CD-002R2	\$ 2,607.88	\$ 2,607.88	\$ 2,607.88	\$ -	0%	\$ -
77	CO # 460 - revise split system - SI E-20	\$ 120,433.96	\$ 120,433.96	\$ 120,433.96	\$ -	0%	\$ -
78	CO # 190 - landscape/arch changes - SI E-26	\$ 102,512.55	\$ 102,512.55	\$ 102,512.55	\$ -	0%	\$ -
79	CO-544 - exterior lighting & snow melting	\$ 56,236.71	\$ 56,236.71	\$ 56,236.71	\$ -	0%	\$ -
80	CO # 459 - add receptacles kitchen island	\$ 58,951.29	\$ 58,951.29	\$ 58,951.29	\$ -	0%	\$ -
81	CO # 542 - upgrade lighting layouts park/res - E29	\$ 136,382.84	\$ 136,382.84	\$ 136,382.84	\$ -	0%	\$ -
82	CO # 541 - below grade/amenity area lfg changes	\$ 74,651.74	\$ 74,651.74	\$ 74,651.74	\$ -	0%	\$ -
83	CO # 158 - add outdoor lfg in pool amenity	\$ 1,108.40	\$ 1,108.40	\$ 1,108.40	\$ -	0%	\$ -
84	CO # 153 - upgrade suite 645 & 644	\$ 3,010.28	\$ 3,010.28	\$ 3,010.28	\$ -	0%	\$ -
85	CO # 539 - electrical layout revisions Reetail B1-E43	\$ 10,286.86	\$ 10,286.86	\$ 10,286.86	\$ -	0%	\$ -
86	CO # 537 - ESI-39 - items to be suspended	\$ 70,523.37	\$ 70,523.37	\$ 70,523.37	\$ -	0%	\$ -
87	CO # 540 - add below grade heating, elev rm change	\$ 90,234.96	\$ 90,234.96	\$ 90,234.96	\$ -	0%	\$ -
88	CO # 167 - Install power metering for suites	\$ 45,847.00	\$ 45,847.00	\$ 45,847.00	\$ -	0%	\$ 2,413.00
89	CO # 188 - light bollards for landscaping	\$ 34,273.65	\$ 34,273.65	\$ 34,273.65	\$ -	0%	\$ -
90	CO # 189 - lighting changes P1 truck entrance	\$ 10,689.43	\$ 10,689.43	\$ 10,689.43	\$ -	0%	\$ -
91	CO # 579 - Added heaters, pumps, connections etc	\$ 55,242.28	\$ 55,242.28	\$ 55,242.28	\$ -	0%	\$ -
92	CO # 461 - Revised building B1-B7 suite layout	\$ 55,486.70	\$ 55,486.70	\$ 55,486.70	\$ -	0%	\$ -
93	CO # 578 - add auto door openers	\$ 68,682.16	\$ 68,682.16	\$ 68,682.16	\$ -	0%	\$ -
94	CO # 187 - Additional devices ESI-11	\$ 23,868.25	\$ 23,868.25	\$ 23,868.25	\$ -	0%	\$ -
95	CO # 463 - Heat trace to bicycle path	\$ 15,046.52	\$ 15,046.52	\$ 15,046.52	\$ -	0%	\$ -
96	CO # 462 - Exterior lighting changes - ESI-10	\$ 32,694.42	\$ 32,694.42	\$ 32,694.42	\$ -	0%	\$ -
97	CO # 586 - additional under counter lights	\$ 137,890.87	\$ 137,890.87	\$ 137,890.87	\$ -	0%	\$ -
98	CD-002R1 - WO # 30427	\$ 10,358.43	\$ 10,358.43	\$ 10,358.43	\$ -	0%	\$ -
99	CO-604 - misc items added to drawings	\$ 91,497.14	\$ 91,497.14	\$ 91,497.14	\$ -	0%	\$ -
100	CD-009 - WO # 30437	\$ 1,704.78	\$ 1,704.78	\$ 1,704.78	\$ -	0%	\$ -
101	CD-009 - WO # 30439	\$ 3,314.85	\$ 3,314.85	\$ 3,314.85	\$ -	0%	\$ -
102	CD-009 - WO # 30442	\$ 4,444.54	\$ 4,444.54	\$ 4,444.54	\$ -	0%	\$ -
103	CD-009 - WO # 30443	\$ 4,584.59	\$ 4,584.59	\$ 4,584.59	\$ -	0%	\$ -
104	CR-802 - retail leasing changes SI 373R1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
105	CO-787 - repair damaged conduit & boxes	\$ 1,550.47	\$ 1,550.47	\$ 1,550.47	\$ -	0%	\$ -
106	CO-588 - SI E-19	\$ 56,147.58	\$ 56,147.58	\$ 56,147.58	\$ -	0%	\$ -
107	CO-792 - conduit & wiring for city of TO water meter	\$ 4,014.97	\$ 4,014.97	\$ 4,014.97	\$ -	0%	\$ -
108	CO-708 - SI E-28	\$ 47,464.85	\$ 47,464.85	\$ 47,464.85	\$ -	0%	\$ -
109	CO-450.1 - negative amount	\$ (562,436.00)	\$ (562,436.00)	\$ (562,436.00)	\$ -	0%	\$ -
110	CO-449 - negative amount	\$ (330,000.00)	\$ (330,000.00)	\$ (330,000.00)	\$ -	0%	\$ -
111	CD-006 -30435	\$ 3,720.99	\$ 3,720.99	\$ 3,720.99	\$ -	0%	\$ -

112	CD-006 -30446	\$	4,035.48	\$	4,035.48	\$	4,035.48	\$	-	0%	\$	-
113	CD-009 - WO 30440	\$	4,116.12	\$	4,116.12	\$	4,116.12	\$	-	0%	\$	-
114	CD-008 - WO 30441	\$	3,030.72	\$	3,030.72	\$	3,030.72	\$	-	0%	\$	-
115	CO 562 - Heat tracing for sprinklers	\$	25,370.22	\$	25,370.22	\$	25,370.22	\$	-	0%	\$	-
116	CO 827 - T & M relocate electrical outlets	\$	1,183.88	\$	1,183.88	\$	1,183.88	\$	-	0%	\$	-
117	CO 828 - Extend ceiling mounted devices	\$	8,126.17	\$	8,126.17	\$	8,126.17	\$	-	0%	\$	-
118	CO 789 - T & M power for cameras	\$	3,498.90	\$	3,498.90	\$	3,498.90	\$	-	0%	\$	-
119	CO 683 - 2x2 conduits for Longos	\$	10,734.75	\$	10,734.75	\$	10,734.75	\$	-	0%	\$	-
120	REVERSE LINE 70 - CD-006 - Stage FA system - TBD	\$	(48,000.00)	\$	(48,000.00)	\$	(48,000.00)	\$	-	0%	\$	-
121	REVERSE LINE 104 - CR-802 - retail leasing changes S	\$	(50,000.00)	\$	(50,000.00)	\$	(50,000.00)	\$	-	0%	\$	-
122	CD - 009 - WO # 30454	\$	3,290.25	\$	3,290.25	\$	3,290.25	\$	-	0%	\$	-
123	CO - 908 - Added 75KVA transformer - E-66	\$	32,304.90	\$	32,304.90	\$	32,304.90	\$	-	0%	\$	-
124	CO-907 - smoke evacuation fan east	\$	23,848.43	\$	23,848.43	\$	23,848.43	\$	-	0%	\$	-
125	CO-913 - Temporary power	\$	27,310.47	\$	27,310.47	\$	27,310.47	\$	-	0%	\$	-
126	CO-981 - power and FA requirments - ESI-14	\$	11,865.50	\$	11,865.50	\$	11,865.50	\$	-	0%	\$	-
127	CO-982 - Smoke & evacuation fan west - ESI-15	\$	104,223.60	\$	104,223.60	\$	104,223.60	\$	-	0%	\$	-
128	CD-009 - WO # 24219	\$	6,168.59	\$	6,168.59	\$	6,168.59	\$	-	0%	\$	-
129	CD-009 - WO # 24229	\$	3,222.54	\$	3,222.54	\$	3,222.54	\$	-	0%	\$	-
130	CD-009 - WO # 24227	\$	21,900.00	\$	21,900.00	\$	21,900.00	\$	-	0%	\$	-
131	WO # 24222 CD - 29	\$	1,704.78	\$	1,704.78	\$	1,704.78	\$	-	0%	\$	-
132	CO # 908 - power to communication conduit - ESI-12	\$	53,563.38	\$	53,563.38	\$	53,563.38	\$	-	0%	\$	-
133	CO # 1032 - winners and daycare power	\$	70,194.33	\$	70,194.33	\$	70,194.33	\$	-	0%	\$	-
134	CO # - 960 - Inviro retail ESI-13	\$	10,754.73	\$	10,754.73	\$	10,754.73	\$	-	0%	\$	-
135	CO # 958 - Inviro retail ESI - 8	\$	37,036.63	\$	37,036.63	\$	37,036.63	\$	-	0%	\$	-
136	CO # 957 - Inviro retail ESI - 5	\$	21,864.62	\$	21,864.62	\$	21,864.62	\$	-	0%	\$	-
137	CD 029 - WO # 30460	\$	6,061.44	\$	6,061.44	\$	6,061.44	\$	-	0%	\$	-
138	CD 010 - WO # 31960	\$	4,070.34	\$	4,070.34	\$	4,070.34	\$	-	0%	\$	-
139	CO-1066 - T & M work	\$	22,688.15	\$	22,688.15	\$	22,688.15	\$	-	0%	\$	-
140	CO - 1012 - Temp power distribution	\$	317,109.62	\$	317,109.62	\$	317,109.62	\$	-	0%	\$	-
141	CO - 1085 - T & M work	\$	36,968.58	\$	36,968.58	\$	36,968.58	\$	-	0%	\$	-
142	CD045 - wo # 24231 - heat trace 3 pipes at load dock	\$	9,018.93	\$	9,018.93	\$	9,018.93	\$	-	0%	\$	-
143	CD010 - Wo # 31981-31988	\$	45,412.85	\$	45,412.85	\$	45,412.85	\$	-	0%	\$	-
144		0	0.00	\$	-	\$	-	\$	-	0%	\$	0.00
145	CO - 1220 - additional pumps SI A-703 -ESI-6	\$	45,532.12	\$	45,532.12	\$	45,532.12	\$	-	0%	\$	-
146	DELETED - CD - 071	\$	0.00	\$	0.00	\$	0.00	\$	-	0%	\$	-
147	CO - 1216 - add hot water tank power	\$	9,167.26	\$	9,167.26	\$	9,167.26	\$	-	0%	\$	-
148	CO - 1215 - add L5 exterior light at exit door	\$	4,109.09	\$	4,109.09	\$	4,109.09	\$	-	0%	\$	-
149	CO - 1214 - add smoke detectors for make up air	\$	8,587.26	\$	8,587.26	\$	8,587.26	\$	-	0%	\$	-
150	CO - 1222 - add retail heat pump connections ESI-10	\$	6,379.47	\$	6,379.47	\$	6,379.47	\$	-	0%	\$	-
151	CO-1213 - add lights in suites walkin closet ESI-68	\$	4,577.47	\$	4,577.47	\$	4,577.47	\$	-	0%	\$	-
152	CO - 1212 - add auto door operators	\$	6,160.61	\$	6,160.61	\$	6,160.61	\$	-	0%	\$	-
153	CCN - Jan OT - CD-029 wo # 33246, 33247	\$	12,271.59	\$	12,271.59	\$	12,271.59	\$	-	0%	\$	-
154	CO-1102 - additional FA switches	\$	18,752.21	\$	18,752.21	\$	18,752.21	\$	-	0%	\$	-
155	CO - 1208 - add retail canopy signage	\$	21,874.38	\$	21,874.38	\$	21,874.38	\$	-	0%	\$	-
156	CO - 905 - fire alarm changes	\$	22,396.91	\$	22,396.91	\$	22,396.91	\$	-	0%	\$	-
157	CO-1211 - add heal (tracing) power for dampers ESI-63	\$	65,728.19	\$	65,728.19	\$	65,728.19	\$	-	0%	\$	-
158	CO - 1210 - add receptacles in kitchen ESI-62	\$	11,797.72	\$	11,797.72	\$	11,797.72	\$	-	0%	\$	-
159	CO - 1209 - exterior lighting, lighting control pnl ESI56	\$	33,633.33	\$	33,633.33	\$	33,633.33	\$	-	0%	\$	-
160	WO # 31966 - CD 009R1	\$	7,201.96	\$	7,201.96	\$	7,201.96	\$	-	0%	\$	-
161	CD - 006 - Wo 33246 & 33249	\$	8,017.52	\$	8,017.52	\$	8,017.52	\$	-	0%	\$	-
162	Feb OT - 33246, 33247 - CD -029	\$	3,641.15	\$	3,641.15	\$	3,641.15	\$	-	0%	\$	-
163	CD-010 - WO # 33251	\$	8,752.05	\$	8,752.05	\$	8,752.05	\$	-	0%	\$	-
164		0	0.00	\$	-	\$	-	\$	-	0%	\$	0.00
165	Co-1383	\$	29,726.94	\$	29,726.94	\$	29,726.94	\$	-	0%	\$	-
166	WO # 31994- CD-045	\$	2,381.08	\$	2,381.08	\$	2,381.08	\$	-	0%	\$	-
167	WO # 31979/31978 - SI-781, CO # 1420	\$	27,312.23	\$	27,312.23	\$	27,312.23	\$	-	0%	\$	-
168	Wo # 33228 - CD-104 winners wall cut	\$	5,547.56	\$	5,547.56	\$	5,547.56	\$	-	0%	\$	-
169	WO # 33230/33232 - CD-006	\$	9,325.59	\$	9,325.59	\$	9,325.59	\$	-	0%	\$	-
170	WO # 33226 - Barrier free suites re & re - CD-71	\$	20,318.88	\$	20,318.88	\$	20,318.88	\$	-	0%	\$	-
171	WO # 33238 - FA OT - CD-029	\$	5,419.26	\$	5,419.26	\$	5,419.26	\$	-	0%	\$	-
172	CO # 1434 - ESI-83 -WO 31978/31979	\$	6,002.85	\$	6,002.85	\$	6,002.85	\$	-	0%	\$	-
173		0	0.00	\$	0.00	\$	0.00	\$	-	0%	\$	-
174	CO-1479 - PCO 1535 - power to irrigation pumps	\$	8,947.58	\$	8,947.58	\$	8,947.58	\$	-	0%	\$	-
175	CO-1438 - ESI-76 - power conn for motorized damper	\$	2,207.96	\$	2,207.96	\$	2,207.96	\$	-	0%	\$	-
176	CO-1431 - PCO-1499 power to multiplex site trailer	\$	4,077.32	\$	4,077.32	\$	4,077.32	\$	-	0%	\$	-
177	CO-1459 - ESI -E16 - common lobbies update	\$	58,200.99	\$	58,200.99	\$	58,200.99	\$	-	0%	\$	-
178	CO-1223 - Power & telecom for Longos	\$	80,756.01	\$	80,756.01	\$	80,756.01	\$	-	0%	\$	-
179	CO-1407 - ESIR-23R - Power & telecom for Shoppers	\$	39,112.68	\$	39,112.68	\$	39,112.68	\$	-	0%	\$	-
180	CO-1412 - Power & telecom for petsmart	\$	26,559.72	\$	26,559.72	\$	26,559.72	\$	-	0%	\$	-
181	CO- 1568 - SI 73 - Stair P - lighing, power	\$	10,860.07	\$	10,860.07	\$	10,860.07	\$	-	0%	\$	-
182	CO-1432 - SI-22 - power for escalator	\$	25,508.15	\$	22,957.34	\$	22,957.34	\$	-	0%	\$	2,550.82
183	CO-1435 - SI-80 - mech space	\$	19,449.73	\$	19,449.73	\$	19,449.73	\$	-	0%	\$	-
184	CO-1425 - change conduit & wires - elevators	\$	5,150.45	\$	5,150.45	\$	5,150.45	\$	-	0%	\$	-
185	WO # 33921 - CD-10 - Pipe for security contractor	\$	18,289.99	\$	18,289.99	\$	18,289.99	\$	-	0%	\$	-
186	WO # 33922 - CD-10 - Pipe for security contractor	\$	17,163.50	\$	17,163.50	\$	17,163.50	\$	-	0%	\$	-
187	WO # 33923 - CD-10 - Pipe for security contractor	\$	17,979.14	\$	17,979.14	\$	17,979.14	\$	-	0%	\$	-
188	WO # 33932 - CD-10 - Pipe for elevator shaft	\$	3,070.67	\$	3,070.67	\$	3,070.67	\$	-	0%	\$	-
189	WO # 33933 - CD-10 - Pipe for elevator shaft	\$	3,212.09	\$	3,212.09	\$	3,212.09	\$	-	0%	\$	-
190	WO # 33934 - CD-10 - Pipe for sec to group 7 elev mec	\$	2,626.05	\$	2,626.05	\$	2,626.05	\$	-	0%	\$	-
191	WO # 33935 - CD-10 - install panel for elevator 9	\$	803.95	\$	803.95	\$	803.95	\$	-	0%	\$	-
192	WO # 33936 - CD-10 - install recept at security panel	\$	621.10	\$	621.10	\$	621.10	\$	-	0%	\$	-
193	WO # 33937 - CD-10 - pipe wire for security elev 4	\$	1,152.64	\$	1,152.64	\$	1,152.64	\$	-	0%	\$	-
194	WO # 33938 - CD-10 - install conduit elev 11 to bldg c	\$	3,843.87	\$	3,843.87	\$	3,843.87	\$	-	0%	\$	-
195	CO # 1218 - room signs in the main lobby	\$	1,859.55	\$	1,859.55	\$	1,859.55	\$	-	0%	\$	-
196	CO # 1440 - ESI - 69, maglocks, dampers, fire alarm	\$	27,762.13	\$	27,762.13	\$	27,762.13	\$	-	0%	\$	-
197	CO # 1424 - SI E-4 - snow melting on west ramp	\$	33,093.32	\$	19,855.99	\$	19,855.99	\$	-	0%	\$	13,237.33
198	CO # 1436 - ESI - 79 - lighting power, fire alarm etc	\$	40,934.26	\$	40,934.26	\$	40,934.26	\$	-	0%	\$	-

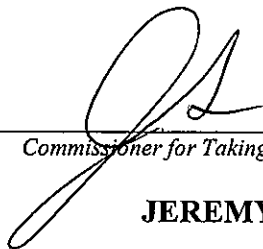
199	CD-032 -WO # 25673 - MPH plugs for chemical equip	\$	1,898.90	\$	1,898.90	\$	1,898.90	\$	-	0%	\$	-
200	0	\$	0.00	\$	-	\$	-	\$	-	0%	\$	0.00
TOTAL		\$	9,090,962.10	\$	9,072,760.96	\$	7,822,719.27	\$	1,250,041.69	13.760%	\$	18,201.14

TOTAL	\$	15,840,962.10	\$	15,817,760.96	\$	14,567,719.27	\$	1,250,041.69	7.891%	\$	23,201.14
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OVERALL SUMMARY	
CONTRACT AMOUNT	\$ 15,840,962.10
PREVIOUSLY BILLED	\$ (14,567,719.27)
CURRENT PROGRESS	\$ (1,125,037.52)
CONTRACT BALANCE W/R	\$ 148,205.31

THIS MONTH SUMMARY	
PROGRES BILL FOR THIS MONTH	\$ 1,250,041.69
RETAINAGE	\$ (125,004.17)
SUBTOTAL	\$ 1,125,037.52
HST	\$ 146,254.88
TOTAL	\$ 1,271,292.40

This is Exhibit "Q" referred to in the Affidavit of Marco Bucci
sworn September 4, 2019.

A handwritten signature in black ink, appearing to be 'JS', written over a horizontal line.

Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS


ELECTRICAL CONTRACTORS LIMITED

114A Caster Ave., Woodbridge, Ontario L4L 5Y9
 Tel: 905-264-2344 Fax: 905-264-1158
 Toll Free: 1-888-605-1525

SOLD TO: KINGSCLUB DEVELOPMENT INC./MULTIPLEX
 C/O MULTIPLEX CONSTRUCTION CANADA LTD.
 130 KING STREET WEST
 SUITE # 2350
 TORONTO ON M5X 2A2

RE: KINGSCLUB
 PROGRESS # 53 HOLD BACK

(647) 449-2008

DATE	SALESMAN	YOUR ORDER No.	OUR ORDER No.	SHIPPED VIA	TERMS
21-Aug-2019			34683		Net 30 days
QUANTITY ORDERED	DESCRIPTION			UNIT PRICE	AMOUNT
1.00	CONTRACT AMOUNT \$15,840,962.10 PREVIOUSLY BILLED \$15,692,756.79 CURRENT PROGRESS \$ 125,004.17 CONTRACT BALANCE W/R \$ 23,201.14 RETAINAGE			125,004.17	125,004.17
	NET TOTAL				125,004.17
	HST Number 10496 0299 RT0001			HST	16,250.54
				TOTAL:	\$141,254.71

INVOICE
 No 30251

Kingsclub

FR: SPEEDY ELECTRICAL CONTRACTORS

Sonia Ciarelli
 sclarelli@speedyelectric.ca
 fax: 905-264-1158

MAURIZIO
 GERALDO

INVOICE # 30251
 DATE 8/21/2019
 DRAW # 53 HB

PROGRESS DRAW

	CONTRACT	WORK COMPLETED TO DATE	WORK PREVIOUSLY BILLED	WORK COMPLETED THIS PERIOD \$	WORK COMPLETED THIS PERIOD %	BALANCE TO COMPLETE
BREAKDOWN						
1	PERMITS, DRAWINGS	\$ 50,000.00	\$ 45,000.00	\$ 45,000.00	\$ - 0%	\$ 5,000.00
2	TEMPORARY SERVICE & POWER	\$ 22,800.00	\$ 22,800.00	\$ 22,800.00	\$ - 0%	\$ -
3	HIGH VOLTAGE - SWITCHGEAR	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
4	HIGH VOLTAGE - TRANSFORMERS	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
5	HIGH VOLTAGE - FEEDER	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
6	DISTRIBUTION - RETAIL	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
7	DISTRIBUTION - MAIN SWITCHBOARDS/POWER TRANS	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
8	DISTRIBUTION - TRANSFORMERS	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ - 0%	\$ -
9	DISTRIBUTION - ROOF SWITCHBOARD	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ - 0%	\$ -
10	DISTRIBUTION - MISC. PANELS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ - 0%	\$ -
11	DISTRIBUTION - SUITE RISER PANELS	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
12	DISTRIBUTION - SUITE PANELS	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ - 0%	\$ -
13	DISTRIBUTION INSTALLATION	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ - 0%	\$ -
14	FIRE ALARM - MAIN PANEL	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ - 0%	\$ -
15	FIRE ALARM - DEVICES	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ - 0%	\$ -
16	FIRE ALARM - VERIFICATION	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ - 0%	\$ -
17	GEN SET SUPPLY - A	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ - 0%	\$ -
18	GEN SET SUPPLY - B	\$ 291,200.00	\$ 291,200.00	\$ 291,200.00	\$ - 0%	\$ -
19	GEN SET INSTALLATION	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ - 0%	\$ -
20	RAMP HEATING	\$ 118,000.00	\$ 118,000.00	\$ 118,000.00	\$ - 0%	\$ -
21	P4-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ - 0%	\$ -
22	P3-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ - 0%	\$ -
23	P2-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ - 0%	\$ -
24	P1-SLAB	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ - 0%	\$ -
25	P4-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ - 0%	\$ -
26	P3-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ - 0%	\$ -
27	P2-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ - 0%	\$ -
28	P1-ROUGH-IN	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ - 0%	\$ -
29	P4-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ - 0%	\$ -
30	P3-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ - 0%	\$ -
31	P2-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ - 0%	\$ -
32	P1-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ - 0%	\$ -
33	RETAIL A1 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
34	RETAIL A2 / KING - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
35	RETAIL B1 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
36	RETAIL B2 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
37	NON-RES B1 - REFER TO C.O # 15037- 02	\$ 0.00	\$ 0.00	\$ 0.00	\$ - 0%	\$ -
38	BUILDING 'A'		\$ -			
39	A1-SLAB	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ - 0%	\$ -
40	A2-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
41	A3-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
42	A4-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
43	A5-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
44	A6-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
45	A7-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
46	A8-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
47	A9-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
48	A10-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
49	A11-SLAB	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ - 0%	\$ -
50	A12-SLAB	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ - 0%	\$ -
51	A13-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ - 0%	\$ -
52	A14-SLAB	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ - 0%	\$ -
53	A15-SLAB	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ - 0%	\$ -
54	A16-SLAB	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ - 0%	\$ -
55	A - MECH / ROOF SLAB	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ - 0%	\$ -
56			\$ -			
57	A1-ROUGH-IN	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ - 0%	\$ -
58	A2-ROUGH-IN	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ - 0%	\$ -
59	A3-ROUGH-IN	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ - 0%	\$ -
60	A4-ROUGH-IN	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ - 0%	\$ -
61	A5-ROUGH-IN	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ - 0%	\$ -
62	A6-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
63	A7-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
64	A8-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
65	A9-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
66	A10-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
67	A11-ROUGH-IN	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ - 0%	\$ -
68	A12-ROUGH-IN	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ - 0%	\$ -

69	A13-ROUGH-IN	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ -	0%	\$ -
70	A14-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
71	A15-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
72	A16-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
73	A - MECH / ROOF ROUGH-IN	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	0%	\$ -
74							
75	A1-FINISHING	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
76	A2-FINISHING	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
77	A3-FINISHING	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
78	A4-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
79	A5-FINISHING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
80	A6-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
81	A7-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
82	A8-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
83	A9-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
84	A10-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
85	A11-FINISHING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
86	A12-FINISHING	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
87	A13-FINISHING	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	0%	\$ -
88	A14-FINISHING	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
89	A15-FINISHING	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
90	A16-FINISHING	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
91	A - MECH / ROOF FINISH	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	0%	\$ -
92	BUILDING 'B' WEST						
93	B1-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
94	B2-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
95	B3-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
96	B4-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
97	B5-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
98	B6-SLAB	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
99	B7-SLAB	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
100	B8-SLAB	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
101	B - MECH / ROOF SLAB	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	0%	\$ -
102	B1-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
103	B2-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
104	B3-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
105	B4-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
106	B5-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
107	B6-ROUGH-IN	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	0%	\$ -
108	B7-ROUGH-IN	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
109	B8-ROUGH-IN	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
110	B - MECH / ROOF ROUGH-IN	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	0%	\$ -
111	B1-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
112	B2-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
113	B3-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
114	B4-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
115	B5-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
116	B6-FINISHING	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
117	B7-FINISHING	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%	\$ -
118	B8-FINISHING	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%	\$ -
119	B - MECH / ROOF FINISH	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0%	\$ -
	TOTAL	\$ 6,750,000.00	\$ 6,745,000.00	\$ 6,745,000.00	\$ -	0.000%	\$ 5,000.00

CHANGE ORDERS

	CONTRACT	WORK COMPLETED TO DATE	WORK PREVIOUSLY BILLED	WORK COMPLETED THIS PERIOD \$	WORK COMPLETED THIS PERIOD %	BALANCE TO COMPLETE
	BREAKDOWN					
1	CHANGE ORDER 15037-02 - Dist/Retail/Gen	\$ 2,679,436.00	\$ 2,679,436.00	\$ 2,679,436.00	0%	\$ -
2	CHANGE ORDER 15037-03 - Occupancy sensors	\$ 3,915.64	\$ 3,915.64	\$ 3,915.64	0%	\$ -
3	CHANGE ORDER 15037-04 - SI E-15	\$ 178,457.97	\$ 178,457.97	\$ 178,457.97	0%	\$ -
4	CHANGE ORDER 15037-01	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ -
5	CHANGE ORDER 019	\$ 8,611.66	\$ 8,611.66	\$ 8,611.66	0%	\$ -
6	CHANGE ORDER 018	\$ 947.10	\$ 947.10	\$ 947.10	0%	\$ -
7	CO # 22 - SI # E 12 - Metering Conduit	\$ 169,000.00	\$ 169,000.00	\$ 169,000.00	0%	\$ -
8	CO # 42 - Off site storage of generator	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	0%	\$ -
9	CO # 046 - PCO #0285 Winter heating	\$ 17,145.10	\$ 17,145.10	\$ 17,145.10	0%	\$ -
10	CO # 050 - temp washroom heat tracing (grd level)	\$ 3,135.35	\$ 3,135.35	\$ 3,135.35	0%	\$ -
11	CO # 056 - change 1 silencer per generator	\$ 28,616.00	\$ 28,616.00	\$ 28,616.00	0%	\$ -
12	CO # 071 - SI E-04	\$ 37,762.54	\$ 37,762.54	\$ 37,762.54	0%	\$ -
13	CO # 072 - SI E-21	\$ 44,486.90	\$ 44,486.90	\$ 44,486.90	0%	\$ -
14	CO # 073 - SI E-08	\$ 16,376.51	\$ 16,376.51	\$ 16,376.51	0%	\$ -
15	CO # 074 - SI E-08R1	\$ 9,547.38	\$ 9,547.38	\$ 9,547.38	0%	\$ -
16	CO # 075 - SI E-02	\$ 222,268.28	\$ 222,268.28	\$ 222,268.28	0%	\$ -
17	CO # 076 - SI E-03	\$ 171,911.88	\$ 171,911.88	\$ 171,911.88	0%	\$ -
18	CO # 077 - SI E-05	\$ 8,177.94	\$ 8,177.94	\$ 8,177.94	0%	\$ -
19	CO # 091 - SI E-16	\$ 131,274.69	\$ 131,274.69	\$ 131,274.69	0%	\$ -
20	CO # 096 - SI A-302	\$ 1,675.44	\$ 1,675.44	\$ 1,675.44	0%	\$ -
21	CO # 097 - SI A-310	\$ 17,399.36	\$ 17,399.36	\$ 17,399.36	0%	\$ -
22	CO # 105 - remote water meter readout	\$ 2,499.72	\$ 2,499.72	\$ 2,499.72	0%	\$ -
23	CO # 058 - E-01 - heat tracing & drum drips	\$ 419,577.17	\$ 419,577.17	\$ 419,577.17	0%	\$ -
24	CO # 136 - Elevator 6 Floors repair	\$ 1,515.36	\$ 1,515.36	\$ 1,515.36	0%	\$ -

25	CO-142-PCO # 198 - Elevator 5 relocate	\$ 2,255.96	\$ 2,255.96	\$ 2,255.96	\$ -	0%	\$ -
26	CO 151 - Power to temp sump pump p4 level	\$ 852.39	\$ 852.39	\$ 852.39	\$ -	0%	\$ -
27	CO 140 - Grd water strom piping	\$ 6,751.68	\$ 6,751.68	\$ 6,751.68	\$ -	0%	\$ -
28	CO 201 - SI-E27 PT.1 Stair T Heat Trace	\$ 6,396.93	\$ 6,396.93	\$ 6,396.93	\$ -	0%	\$ -
29	CO 212 - modifications to switchboard	\$ 70,400.00	\$ 70,400.00	\$ 70,400.00	\$ -	0%	\$ -
30	co 226 - Groundwater sump pump connections	\$ 3,204.91	\$ 3,204.91	\$ 3,204.91	\$ -	0%	\$ -
31	co 210 - supply and handling light fixtures	\$ 1,235,842.50	\$ 1,235,842.50	\$ 1,235,842.50	\$ -	0%	\$ -
32	CD-002R1 - wo 20470	\$ 2,273.04	\$ 2,273.04	\$ 2,273.04	\$ -	0%	\$ -
33	CD-002R1 - wo 20471	\$ 3,030.72	\$ 3,030.72	\$ 3,030.72	\$ -	0%	\$ -
34	CD-002R1 - wo 20476	\$ 2,557.17	\$ 2,557.17	\$ 2,557.17	\$ -	0%	\$ -
35	CD-002R1 - wo 20477	\$ 2,462.46	\$ 2,462.46	\$ 2,462.46	\$ -	0%	\$ -
36	CO-304 - ESI-50 additional power to daycare	\$ 2,333.42	\$ 2,333.42	\$ 2,333.42	\$ -	0%	\$ -
37	CO-310 - ESI-47 Daycare garbage chute room	\$ 23,990.82	\$ 23,990.82	\$ 23,990.82	\$ -	0%	\$ -
38	CO-323-PCO- 0620 Chipping for heat pump	\$ 7,092.22	\$ 7,092.22	\$ 7,092.22	\$ -	0%	\$ -
39	CO-327 - ESI-48 Modifications to stair Z power BAS	\$ 15,252.47	\$ 15,252.47	\$ 15,252.47	\$ -	0%	\$ -
40	CO-328 - ESI-52 Lights in stair A door operators	\$ 6,709.82	\$ 6,709.82	\$ 6,709.82	\$ -	0%	\$ -
41	CO-326 - ESI-27 - part 2 (A209 B1)	\$ 14,016.41	\$ 14,016.41	\$ 14,016.41	\$ -	0%	\$ -
42	CO-321 - ESI-42 - Electric heat below grade	\$ 17,222.45	\$ 17,222.45	\$ 17,222.45	\$ -	0%	\$ -
43	CO - 374 - Inviro Retail SI E-3	\$ 84,809.32	\$ 84,809.32	\$ 84,809.32	\$ -	0%	\$ -
44	CO-360-ESI-37 heat tracing for below grade hose bibs	\$ 25,041.57	\$ 25,041.57	\$ 25,041.57	\$ -	0%	\$ -
45	CO-157 - ESI-24 heating, AC, and CO system	\$ 63,525.41	\$ 63,525.41	\$ 63,525.41	\$ -	0%	\$ -
46	co-341 - esi pipe tracing, FA zone changes	\$ 50,576.36	\$ 50,576.36	\$ 50,576.36	\$ -	0%	\$ -
47	CD-002R1 WO 30391	\$ 1,515.36	\$ 1,515.36	\$ 1,515.36	\$ -	0%	\$ -
48	CD-002R1 WO 30398	\$ 12,416.12	\$ 12,416.12	\$ 12,416.12	\$ -	0%	\$ -
49	CO 261 - T&M to repair conduit in slab	\$ 1,200.89	\$ 1,200.89	\$ 1,200.89	\$ -	0%	\$ -
50	Co 416 - ESI - 41 - irrigation pump & controllers	\$ 15,903.13	\$ 15,903.13	\$ 15,903.13	\$ -	0%	\$ -
51	CO 417 - T&M repair conduit in slab	\$ 9,278.33	\$ 9,278.33	\$ 9,278.33	\$ -	0%	\$ -
52	CO-436 - Power for elevator group 4	\$ 13,036.80	\$ 13,036.80	\$ 13,036.80	\$ -	0%	\$ -
53	CD-002R1 - wo 30402 - conduit locate	\$ 378.84	\$ 378.84	\$ 378.84	\$ -	0%	\$ -
54	CD-002R1 - wo 30403 - conduit locate	\$ 426.20	\$ 426.20	\$ 426.20	\$ -	0%	\$ -
55	CD-002R1 - wo 30395 - lighting removal	\$ 426.20	\$ 426.20	\$ 426.20	\$ -	0%	\$ -
56	CD-002R1 - wo 30408 - pre work for for CD-002R1	\$ 378.84	\$ 378.84	\$ 378.84	\$ -	0%	\$ -
57	CD-002R1 - wo 30409 - Temp feed during work	\$ 2,123.81	\$ 2,123.81	\$ 2,123.81	\$ -	0%	\$ -
58	CD-002R1 - wo 30415 - redo pipe heat trace	\$ 3,025.10	\$ 3,025.10	\$ 3,025.10	\$ -	0%	\$ -
59	CD-002R1 - wo 30418 - wires moved SI-373	\$ 378.84	\$ 378.84	\$ 378.84	\$ -	0%	\$ -
60	CO - 444 Residential garbage chute rm changes E46	\$ 20,898.82	\$ 20,898.82	\$ 20,898.82	\$ -	0%	\$ -
61	CO - 446 Extra cost for garage lights	\$ 19,164.50	\$ 19,164.50	\$ 19,164.50	\$ -	0%	\$ -
62	CO - 447 modification for retail switchboard	\$ 36,500.00	\$ 36,500.00	\$ 36,500.00	\$ -	0%	\$ -
63	CO - 448 changes for IFC set	\$ 58,286.53	\$ 58,286.53	\$ 58,286.53	\$ -	0%	\$ -
64	CO - 479 WO # 30397, 30406,30412, 30420	\$ 49,141.40	\$ 49,141.40	\$ 49,141.40	\$ -	0%	\$ -
65	CD-002R1 - WO # 30417 - Chipping pipes	\$ 3,788.40	\$ 3,788.40	\$ 3,788.40	\$ -	0%	\$ -
66	CO -445 water meter repeater backbone	\$ 38,326.84	\$ 38,326.84	\$ 38,326.84	\$ -	0%	\$ -
67	WO # 30421 - as per CD-002R1	\$ 3,598.98	\$ 3,598.98	\$ 3,598.98	\$ -	0%	\$ -
68	CO-458 - ESI-38 (arch SI-385)	\$ 329,708.78	\$ 329,708.78	\$ 329,708.78	\$ -	0%	\$ -
69	CO-516 - add lights and FA devices -ESI-04	\$ 63,727.99	\$ 63,727.99	\$ 63,727.99	\$ -	0%	\$ -
70	CD-006 - Stage FA system - TBD	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ -	0%	\$ -
71	CO-515 - E5/E7 - add splitter for fluid coolers	\$ 4,458.16	\$ 4,458.16	\$ 4,458.16	\$ -	0%	\$ -
72	CO-514 - ESI 58 - add pumps, fluid cooler splitter	\$ 59,062.31	\$ 59,062.31	\$ 59,062.31	\$ -	0%	\$ -
73	CO-530 - gym exit signs and pull stations SI-E-45	\$ 4,045.81	\$ 4,045.81	\$ 4,045.81	\$ -	0%	\$ -
74	CO-531 - res floor, 1 bedroom to 2 bedroom change	\$ 181,415.66	\$ 181,415.66	\$ 181,415.66	\$ -	0%	\$ -
75	WO # 30430 - CD-002R1	\$ 935.73	\$ 935.73	\$ 935.73	\$ -	0%	\$ -
76	WO # 30433 - CD-002R2	\$ 2,607.88	\$ 2,607.88	\$ 2,607.88	\$ -	0%	\$ -
77	CO # 460 - revise split system - SI E-20	\$ 120,433.96	\$ 120,433.96	\$ 120,433.96	\$ -	0%	\$ -
78	CO # 190 - landscape/arch changes - SI E-26	\$ 102,512.55	\$ 102,512.55	\$ 102,512.55	\$ -	0%	\$ -
79	CO-544 - exterior lighting & snow melting	\$ 56,236.71	\$ 56,236.71	\$ 56,236.71	\$ -	0%	\$ -
80	CO # 459 - add receptacles kitchen island	\$ 58,951.29	\$ 58,951.29	\$ 58,951.29	\$ -	0%	\$ -
81	CO # 542 - upgrade lighting layouts park/res - E29	\$ 136,382.84	\$ 136,382.84	\$ 136,382.84	\$ -	0%	\$ -
82	CO # 541 - below grade/amenity area lgt changes	\$ 74,651.74	\$ 74,651.74	\$ 74,651.74	\$ -	0%	\$ -
83	CO # 158 - add outdoor ligs in pool amenity	\$ 1,108.40	\$ 1,108.40	\$ 1,108.40	\$ -	0%	\$ -
84	CO # 153 - upgrade suite 645 & 644	\$ 3,010.28	\$ 3,010.28	\$ 3,010.28	\$ -	0%	\$ -
85	CO # 539 - electrical layout revisions Reetail B1-E43	\$ 10,286.86	\$ 10,286.86	\$ 10,286.86	\$ -	0%	\$ -
86	CO # 537 - ESI-39 - items to be suspended	\$ 70,523.37	\$ 70,523.37	\$ 70,523.37	\$ -	0%	\$ -
87	CO # 540 - add below grade heating, elev rm change	\$ 90,234.96	\$ 90,234.96	\$ 90,234.96	\$ -	0%	\$ -
88	CO # 167 - install power metering for suites	\$ 48,260.00	\$ 45,847.00	\$ 45,847.00	\$ -	0%	\$ 2,413.00
89	CO # 188 - light bollards for landscaping	\$ 34,273.65	\$ 34,273.65	\$ 34,273.65	\$ -	0%	\$ -
90	CO # 189 - lighting changes P1 truck entrance	\$ 10,689.43	\$ 10,689.43	\$ 10,689.43	\$ -	0%	\$ -
91	CO # 579 - Added heaters, pumps, connections etc	\$ 55,242.28	\$ 55,242.28	\$ 55,242.28	\$ -	0%	\$ -
92	CO # 461 - Revised building B1-B7 suite layout	\$ 55,486.70	\$ 55,486.70	\$ 55,486.70	\$ -	0%	\$ -
93	CO # 578 - add auto door openers	\$ 68,682.16	\$ 68,682.16	\$ 68,682.16	\$ -	0%	\$ -
94	CO # 187 - Additional devices ESI-11	\$ 23,868.25	\$ 23,868.25	\$ 23,868.25	\$ -	0%	\$ -
95	CO # 463 - Heat trace to bicycle path	\$ 15,046.52	\$ 15,046.52	\$ 15,046.52	\$ -	0%	\$ -
96	CO # 462 - Exterior lighting changes - ESI-10	\$ 32,694.42	\$ 32,694.42	\$ 32,694.42	\$ -	0%	\$ -
97	CO # 586 - additional under counter lights	\$ 137,890.87	\$ 137,890.87	\$ 137,890.87	\$ -	0%	\$ -
98	CD-002R1 - WO # 30427	\$ 10,358.43	\$ 10,358.43	\$ 10,358.43	\$ -	0%	\$ -
99	CO-604 - misc items added to drawings	\$ 91,497.14	\$ 91,497.14	\$ 91,497.14	\$ -	0%	\$ -
100	CD-009 - WO # 30437	\$ 1,704.78	\$ 1,704.78	\$ 1,704.78	\$ -	0%	\$ -
101	CD-009 - WO # 30439	\$ 3,314.85	\$ 3,314.85	\$ 3,314.85	\$ -	0%	\$ -
102	CD-009 - WO # 30442	\$ 4,444.54	\$ 4,444.54	\$ 4,444.54	\$ -	0%	\$ -
103	CD-009 - WO # 30443	\$ 4,584.59	\$ 4,584.59	\$ 4,584.59	\$ -	0%	\$ -
104	CR-802 - retail leasing changes SI 373R1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
105	CO-787 - repair damaged conduit & boxes	\$ 1,550.47	\$ 1,550.47	\$ 1,550.47	\$ -	0%	\$ -
106	CO-588 - SI E-19	\$ 56,147.58	\$ 58,147.58	\$ 56,147.58	\$ -	0%	\$ -
107	CO-792 - conduit & wiring for city of TO water meter	\$ 4,014.97	\$ 4,014.97	\$ 4,014.97	\$ -	0%	\$ -
108	CO-708 - SI E-28	\$ 47,464.85	\$ 47,464.85	\$ 47,464.85	\$ -	0%	\$ -
109	CO-450.1 - negative amount	\$ (562,436.00)	\$ (562,436.00)	\$ (562,436.00)	\$ -	0%	\$ -
110	CO-449 - negative amount	\$ (330,000.00)	\$ (330,000.00)	\$ (330,000.00)	\$ -	0%	\$ -
111	CD-006 -30436	\$ 3,720.99	\$ 3,720.99	\$ 3,720.99	\$ -	0%	\$ -

112	CD-006-30446	\$ 4,035.48	\$ 4,035.48	\$ 4,035.48	\$ -	0%	\$ -
113	CD-009 - WO 30440	\$ 4,116.12	\$ 4,116.12	\$ 4,116.12	\$ -	0%	\$ -
114	CD-009 - WO 30441	\$ 3,030.72	\$ 3,030.72	\$ 3,030.72	\$ -	0%	\$ -
115	CO 562 - Heat tracing for sprinklers	\$ 25,370.22	\$ 25,370.22	\$ 25,370.22	\$ -	0%	\$ -
116	CO 827 - T & M relocate electrical outlets	\$ 1,183.88	\$ 1,183.88	\$ 1,183.88	\$ -	0%	\$ -
117	CO 828 - Extend ceiling mounted devices	\$ 8,126.17	\$ 8,126.17	\$ 8,126.17	\$ -	0%	\$ -
118	CO 789 - T & M power for cameras	\$ 3,498.90	\$ 3,498.90	\$ 3,498.90	\$ -	0%	\$ -
119	CO 653 - 2x2 conduits for Longos	\$ 10,734.75	\$ 10,734.75	\$ 10,734.75	\$ -	0%	\$ -
120	REVERSE LINE 70 - CD-006 - Stage FA system - TBD	\$ (48,000.00)	\$ (48,000.00)	\$ (48,000.00)	\$ -	0%	\$ -
121	REVERSE LINE 104 - CR-802 - retail leasing changes S	\$ (50,000.00)	\$ (50,000.00)	\$ (50,000.00)	\$ -	0%	\$ -
122	CD - 009 - WO # 30454	\$ 3,290.25	\$ 3,290.25	\$ 3,290.25	\$ -	0%	\$ -
123	CO - 906 - Added 75KVA transformer - E-66	\$ 32,304.90	\$ 32,304.90	\$ 32,304.90	\$ -	0%	\$ -
124	CO-907 - smoke evacuation fan east	\$ 23,848.43	\$ 23,848.43	\$ 23,848.43	\$ -	0%	\$ -
125	CO-913 - Temporary power	\$ 27,310.47	\$ 27,310.47	\$ 27,310.47	\$ -	0%	\$ -
126	CO-961 - power and FA requirements - ESI-14	\$ 11,865.50	\$ 11,865.50	\$ 11,865.50	\$ -	0%	\$ -
127	CO-962 - Smoke & evacuation fan west - ESI-15	\$ 104,223.60	\$ 104,223.60	\$ 104,223.60	\$ -	0%	\$ -
128	CD-009 - WO # 24219	\$ 6,168.59	\$ 6,168.59	\$ 6,168.59	\$ -	0%	\$ -
129	CD-009 - WO # 24229	\$ 3,222.54	\$ 3,222.54	\$ 3,222.54	\$ -	0%	\$ -
130	CD-009 - WO # 24227	\$ 21,900.00	\$ 21,900.00	\$ 21,900.00	\$ -	0%	\$ -
131	WO # 24222 CD - 29	\$ 1,704.78	\$ 1,704.78	\$ 1,704.78	\$ -	0%	\$ -
132	CO # 908 - power to communication conduit - ESI-12	\$ 53,563.38	\$ 53,563.38	\$ 53,563.38	\$ -	0%	\$ -
133	CO # 1032 - winners and daycare power	\$ 70,194.33	\$ 70,194.33	\$ 70,194.33	\$ -	0%	\$ -
134	CO # - 960 - Inviro retail ESI-13	\$ 10,754.73	\$ 10,754.73	\$ 10,754.73	\$ -	0%	\$ -
135	CO # 958 - Inviro retail ESI - 8	\$ 37,036.63	\$ 37,036.63	\$ 37,036.63	\$ -	0%	\$ -
136	CO # 957 - Inviro retail ESI - 5	\$ 21,864.62	\$ 21,864.62	\$ 21,864.62	\$ -	0%	\$ -
137	CD 029 - WO # 30460	\$ 6,061.44	\$ 6,061.44	\$ 6,061.44	\$ -	0%	\$ -
138	CD 010 - WO # 31960	\$ 4,070.34	\$ 4,070.34	\$ 4,070.34	\$ -	0%	\$ -
139	CO-1066 - T & M work	\$ 22,688.15	\$ 22,688.15	\$ 22,688.15	\$ -	0%	\$ -
140	CO - 1012 - Temp power distribution	\$ 317,109.62	\$ 317,109.62	\$ 317,109.62	\$ -	0%	\$ -
141	CO - 1085 - T & M work	\$ 36,968.58	\$ 36,968.58	\$ 36,968.58	\$ -	0%	\$ -
142	CD045 - wo # 24231 - heat trace 3 pipes at load dock	\$ 9,018.93	\$ 9,018.93	\$ 9,018.93	\$ -	0%	\$ -
143	CDD10 - Wo # 31981-31988	\$ 45,412.85	\$ 45,412.85	\$ 45,412.85	\$ -	0%	\$ -
144		\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
145	CO - 1220 - additional pumps SI A-703 -ESI-6	\$ 45,532.12	\$ 45,532.12	\$ 45,532.12	\$ -	0%	\$ -
146	DELETED - CD - 071	\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
147	CO - 1216 - add hot water tank power	\$ 9,167.26	\$ 9,167.26	\$ 9,167.26	\$ -	0%	\$ -
148	CO - 1215 - add L5 exterior light at exit door	\$ 4,109.09	\$ 4,109.09	\$ 4,109.09	\$ -	0%	\$ -
149	CO - 1214 - add smoke detectors for make up air	\$ 8,587.26	\$ 8,587.26	\$ 8,587.26	\$ -	0%	\$ -
150	CO - 1222 - add retail heat pump connections ESI-10	\$ 6,379.47	\$ 6,379.47	\$ 6,379.47	\$ -	0%	\$ -
151	CO-1213 - add lights in suites walkin closet ESI-68	\$ 4,577.47	\$ 4,577.47	\$ 4,577.47	\$ -	0%	\$ -
152	CO - 1212 - add auto door operators	\$ 6,160.61	\$ 6,160.61	\$ 6,160.61	\$ -	0%	\$ -
153	CCN - Jan OT - CD-029 wo # 33246, 33247	\$ 12,271.59	\$ 12,271.59	\$ 12,271.59	\$ -	0%	\$ -
154	CO-1102 - additional FA switches	\$ 18,752.21	\$ 18,752.21	\$ 18,752.21	\$ -	0%	\$ -
155	CO - 1208 - add retail canopy signage	\$ 21,874.38	\$ 21,874.38	\$ 21,874.38	\$ -	0%	\$ -
156	CO - 905 - fire alarm changes	\$ 22,396.91	\$ 22,396.91	\$ 22,396.91	\$ -	0%	\$ -
157	CO-1211 - add heat tracing power for dampers ESI-63	\$ 65,728.19	\$ 65,728.19	\$ 65,728.19	\$ -	0%	\$ -
158	CO - 1210 - add receptacles in kitchen ESI-62	\$ 11,797.72	\$ 11,797.72	\$ 11,797.72	\$ -	0%	\$ -
159	CO - 1209 - exterior lighting, lighting control pnl ESI66	\$ 33,633.33	\$ 33,633.33	\$ 33,633.33	\$ -	0%	\$ -
160	WO # 31966 - CD 009R1	\$ 7,201.96	\$ 7,201.96	\$ 7,201.96	\$ -	0%	\$ -
161	CD - 006 - Wo 33248 & 33249	\$ 8,017.52	\$ 8,017.52	\$ 8,017.52	\$ -	0%	\$ -
162	Feb OT - 33246, 33247 - CD -029	\$ 3,641.15	\$ 3,641.15	\$ 3,641.15	\$ -	0%	\$ -
163	CD-010 - WO # 33251	\$ 8,752.05	\$ 8,752.05	\$ 8,752.05	\$ -	0%	\$ -
164		\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
165	Co-1383	\$ 29,726.94	\$ 29,726.94	\$ 29,726.94	\$ -	0%	\$ -
166	WO # 31994 - CD-045	\$ 2,381.08	\$ 2,381.08	\$ 2,381.08	\$ -	0%	\$ -
167	WO # 31979/31978 - SI-781, CO # 1420	\$ 27,312.23	\$ 27,312.23	\$ 27,312.23	\$ -	0%	\$ -
168	Wo # 33228 - CD-104 winners wall cut	\$ 5,547.56	\$ 5,547.56	\$ 5,547.56	\$ -	0%	\$ -
169	WO # 33230/33232 - CD-006	\$ 9,325.59	\$ 9,325.59	\$ 9,325.59	\$ -	0%	\$ -
170	WO # 33226 - Barrier free suites re & re - CD-71	\$ 20,318.88	\$ 20,318.88	\$ 20,318.88	\$ -	0%	\$ -
171	WO # 33238 - FA OT - CD-029	\$ 5,419.26	\$ 5,419.26	\$ 5,419.26	\$ -	0%	\$ -
172	CO # 1434 - ESI-83 -WO 31978/31979	\$ 6,002.85	\$ 6,002.85	\$ 6,002.85	\$ -	0%	\$ -
173		\$ 0.00	\$ 0.00	\$ 0.00	\$ -	0%	\$ -
174	CO-1479 - PCO 1535 - power to irrigation pumps	\$ 8,947.58	\$ 8,947.58	\$ 8,947.58	\$ -	0%	\$ -
175	CO-1438 - ESI-76 - power conn for motorized damper	\$ 2,207.96	\$ 2,207.96	\$ 2,207.96	\$ -	0%	\$ -
176	CO-1431 - PCO-1499 power to multiplex site trailer	\$ 4,077.32	\$ 4,077.32	\$ 4,077.32	\$ -	0%	\$ -
177	CO-1459 - ESI-E16 - common lobbies update	\$ 58,200.99	\$ 58,200.99	\$ 58,200.99	\$ -	0%	\$ -
178	CO-1223 - Power & telecom for Longos	\$ 80,756.01	\$ 80,756.01	\$ 80,756.01	\$ -	0%	\$ -
179	CO-1407 - ESIR-23R - Power & telecom for Shoppers	\$ 39,112.68	\$ 39,112.68	\$ 39,112.68	\$ -	0%	\$ -
180	CO-1412 - Power & telecom for petsmart	\$ 26,559.72	\$ 26,559.72	\$ 26,559.72	\$ -	0%	\$ -
181	CO - 1568 - SI 73 - Stair P - lighting, power	\$ 10,860.07	\$ 10,860.07	\$ 10,860.07	\$ -	0%	\$ -
182	CO-1432 - SI-22 - power for escalator	\$ 25,508.15	\$ 22,957.34	\$ 22,957.34	\$ -	0%	\$ 2,550.82
183	CO-1435 - SI-80 - mech space	\$ 19,449.73	\$ 19,449.73	\$ 19,449.73	\$ -	0%	\$ -
184	CO-1425 - change conduit & wires - elevators	\$ 5,150.45	\$ 5,150.45	\$ 5,150.45	\$ -	0%	\$ -
185	WO # 33921 - CD-10 - Pipe for security contractor	\$ 18,289.99	\$ 18,289.99	\$ 18,289.99	\$ -	0%	\$ -
186	WO # 33922 - CD-10 - Pipe for security contractor	\$ 17,163.50	\$ 17,163.50	\$ 17,163.50	\$ -	0%	\$ -
187	WO # 33923 - CD-10 - Pipe for security contractor	\$ 17,979.14	\$ 17,979.14	\$ 17,979.14	\$ -	0%	\$ -
188	WO # 33932 - CD-10 - Pipe for elevator shaft	\$ 3,070.67	\$ 3,070.67	\$ 3,070.67	\$ -	0%	\$ -
189	WO # 33933 - CD-10 - Pipe for elevator shaft	\$ 3,212.09	\$ 3,212.09	\$ 3,212.09	\$ -	0%	\$ -
190	WO # 33934 - CD-10 - Pipe for sec to group 7 elev mec	\$ 2,626.05	\$ 2,626.05	\$ 2,626.05	\$ -	0%	\$ -
191	WO # 33935 - CD-10 - install panel for elevator 9	\$ 803.95	\$ 803.95	\$ 803.95	\$ -	0%	\$ -
192	WO # 33936 - CD-10 - install recept at security panel	\$ 621.10	\$ 621.10	\$ 621.10	\$ -	0%	\$ -
193	WO # 33937 - CD-10 - pipe wire for security elev 4	\$ 1,152.64	\$ 1,152.64	\$ 1,152.64	\$ -	0%	\$ -
194	WO # 33938 - CD-10 - install conduit elev 11 to bdlg c	\$ 3,843.87	\$ 3,843.87	\$ 3,843.87	\$ -	0%	\$ -
195	CO # 1218 - room signs in the main lobby	\$ 1,859.55	\$ 1,859.55	\$ 1,859.55	\$ -	0%	\$ -
196	CO # 1440 - ESI - 69, maglocks, dampers, fire alarm	\$ 27,762.13	\$ 27,762.13	\$ 27,762.13	\$ -	0%	\$ -
197	CO # 1424 - SI E-4 - snow melting on west ramp	\$ 33,093.32	\$ 19,855.99	\$ 19,855.99	\$ -	0%	\$ 13,237.33
198	CO # 1436 - ESI - 79 - lighting power, fire alarm etc	\$ 40,934.26	\$ 40,934.26	\$ 40,934.26	\$ -	0%	\$ -

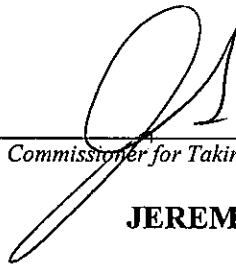
199	CD-032 -WO # 25673 - MPH plugs for chemical equip	\$ 1,898.90	\$ 1,898.90	\$ 1,898.90	\$ -	0%	\$ -
200		\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
TOTAL		\$ 9,090,962.10	\$ 9,072,760.96	\$ 9,072,760.96	\$ -	0.000%	\$ 18,201.14

TOTAL	\$ 15,840,962.10	\$ 15,817,760.96	\$ 15,817,760.96	\$ -	0.000%	\$ 23,201.14
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OVERALL SUMMARY	
CONTRACT AMOUNT	\$ 15,840,962.10
PREVIOUSLY BILLED	\$ (15,692,756.79)
CURRENT PROGRESS	\$ (125,004.17)
CONTRACT BALANCE W/R	\$ 23,201.14

THIS MONTH SUMMARY	
PROGRES BILL FOR THIS MONTH	\$ -
RETAINAGE	\$ 125,004.17
SUBTOTAL	\$ 125,004.17
HST	\$ 16,250.54
TOTAL	\$ 141,254.71

This is Exhibit "R" referred to in the Affidavit of Marco Bucci sworn September 4, 2019.

A handwritten signature in black ink, appearing to be 'JS', is written over a horizontal line.

Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS

Jeremy Sacks

From: Schwill, Robin <rschwill@dwpv.com>
Sent: Wednesday, August 21, 2019 10:45 AM
To: Jeremy Sacks; Noah Goldstein
Cc: Kevin Sherkin; Bobby Kofman; Bomhof, Scott (sbomhof@torys.com); 'Rabinovitch, Neil'
Subject: RE: Kingsclub

Jeremy,

We have reason to believe that Speedy's claim against KLNC on the basis of this change order is invalid and that Speedy has no such claim against KLNC.

Accordingly, if Speedy wishes to seek relief including a stay of any distributions, then it should bring its motion on expeditiously.

From: Jeremy Sacks [mailto:Jeremy@lsblaw.com]
Sent: August 21, 2019 9:12 AM
To: Schwill, Robin; Noah Goldstein
Cc: Kevin Sherkin; Bobby Kofman; Bomhof, Scott (sbomhof@torys.com); 'Rabinovitch, Neil'
Subject: RE: Kingsclub

External Email / Courriel externe

Thanks Robin.

We will bring the motion if we have to. I will speak with Neil and Scott about whether they would oppose the motion. In the interim, can you confirm that the Monitor will not distribute the net proceeds of sale.

Regards,

Jeremy Sacks

Levine Sherkin Boussidan
 A Professional Corporation of Barristers
 23 Lesmill Road., Suite 300
 Toronto, Ontario
 M3B 3P6
 (416) 224-2400 ext. 119
 (416) 224-2408 (fax)

--- SOLICITOR - CLIENT PRIVILEGED COMMUNICATION ---

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From: Schwill, Robin <rschwill@dwpv.com>
Sent: Tuesday, August 20, 2019 3:56 PM
To: Jeremy Sacks <Jeremy@lsblaw.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>
Cc: Kevin Sherkin <Kevin@LSBLAW.com>; Bobby Kofman <bkofman@ksvadvisory.com>; Bomhof, Scott (sbomhof@torys.com) <sbomhof@torys.com>; 'Rabinovitch, Neil' <neil.rabinovitch@dentons.com>
Subject: RE: Kingsclub

Jeremy,

You should bring a motion seeking and supporting the relief that you are requesting with the necessary evidentiary support. This motion should be on notice to Scott Bomhof at Torys LLP as counsel to King Liberty North Corporation and Neil Rabinovitch at Dentons as counsel to the Israeli Functionary. Both are copied.

Robin B. Schwill | [Bio](#) | [vCard](#)
 T 416.863.5502
rschwill@dwpv.com

DAVIES

155 Wellington Street West
 Toronto, ON M5V 3J7
dwpv.com

DAVIES WARD PHILLIPS & VINEBERG LLP

This email may contain confidential information which may be protected by legal privilege. If you are not the intended recipient, please immediately notify us by reply email or by telephone. Delete this email and destroy any copies

From: Jeremy Sacks [<mailto:Jeremy@lsblaw.com>]
Sent: August 20, 2019 3:13 PM
To: Schwill, Robin; Noah Goldstein
Cc: Kevin Sherkin
Subject: RE: Kingsclub

External Email / Courriel externe

Robin and Noah,

I am writing you on behalf of Speedy Electrical Contractors Ltd. ("Speedy")

Speedy has been supplying ongoing electrical work to the Kingsclub Development since June 2015. I have attached the base contract.

A dispute has arose regarding payment as current management for the project has refused to honour a change order issued on December 8, 2015, which I am told was agreed upon prior to current management taking control of the project. I am told that the issue is really that current management is simply not content with the price agreed upon by former management. Attached is the executed Change Order in the total amount of \$2,679,436, plus HST. A portion of the change order has been paid, but \$1,250,041.69, plus HST is outstanding pursuant to the CO. I am told that there is no issue that the work was completed. As a result of this issue, no further payment is being made to Speedy for its current work completing certain extras, as well as their holdback that is more than \$1.5 million, which was recently invoiced.

Under the circumstances, we are claiming a construction trust with respect to the funds received by the monitor from the sale of Urbancorp's interest in the development. This is not a "late filed claim" given the issue of non-payment is recent, and further, section 9 of the Act states that the trust is only created upon "receipt" of the net proceeds by the owner. The 5 panel appeal in October will be determining whether proceeds received by the monitor results in a trust for the benefit of the construction trades with outstanding accounts, and this will determine whether Speedy has a valid trust against the proceeds currently held by KSV for the sale of the interest in Kingsclub.

Can you confirm that you will hold the net proceeds until the appeal is determined. Can you also please confirm that it is not necessary for Speedy to file a formal Proof of Claim, and this email is sufficient for that purpose.

Let me know if you want to schedule a call to discuss.

Regards,

Jeremy Sacks

Levine Sherkin Boussidan
A Professional Corporation of Barristers
23 Lesmill Road., Suite 300
Toronto, Ontario
M3B 3P6
(416) 224-2400 ext. 119
(416) 224-2408 (fax)

--- SOLICITOR - CLIENT PRIVILEGED COMMUNICATION ---

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This is Exhibit "S" referred to in the Affidavit of Marco Bucci sworn
September 4, 2019.



Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS

Properties

PIN 21298 - 0530 LT

Description PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PARTS 1, 3, 9, 11, 98 AND 105 ON PLAN 66R29891; SUBJECT TO EASEMENTS IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 4-8, 10, 12-16, 19, 50, 72, 93, 96, 97, 99, 129, 130, 132, 17, 18, 22, 24-28, 30-32, 34, 36, 37, 39-46, 48, 49, 51-59, 62, 63, 65-67, 69-71, 75-85, 89, 92, 95, 100-104, 106-115, 117, 118, 120-123, 127, 131 AND 134-136 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH EASEMENTS OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 4-8, 10, 12-16, 19, 50, 72, 93, 96, 97, 99, 129, 130, 132, 17, 18, 22, 24-28, 30-32, 34, 36, 37, 39-46, 48, 49, 51-59, 62, 63, 65-67, 69-71, 75-85, 89, 92, 95, 100-104, 106-115, 117, 118, 120-123, 127, 131 AND 134-136 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT AS IN AT4879916; TOGETHER WITH AN EASEMENT OVER PART BLOCK 6, PLAN ORDNANCE RESERVE, DES. AS PART 4, PLAN 66R22678 AS IN AT702144; TOGETHER WITH AN EASEMENT OVER PART BLOCK 6, PLAN ORDNANCE RESERVE, PART 3 ON PLAN 66R22678 FOR INGRESS AND EGRESS OF PEDESTRIANS AND MOTOR VEHICLES UNTIL SUCH TIME AS THE SAID PART 3, PL 66R22678 IS DEDICATED AS A PUBLIC ROADWAY AS IN AT1276608; TOGETHER WITH AN EASEMENT OVER PART BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PART 3 ON PLAN 66R-21448 UNTIL SAME IS DEDICATED AS A PUBLIC HIGHWAY AS IN AT3511747; SUBJECT TO AN EASEMENT OVER PART 11 PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 4, 5, 6, 7, 8, 10, 12, 13, 14, 15, 16, 19, 50, 72, 93, 96, 97, 99, 129, 130 AND 132 ON PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT OVER PART 11 PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PARTS 17, 18, 22, 24-28, 30-32, 34, 36, 37, 39-46, 48, 49, 51-59, 62, 63, 65-67, 69-71, 75-85, 89, 92, 95, 100-104, 106-115, 117, 118, 120-123, 127, 131 AND 134-136 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 5, 18, 72, 96, 97, 102, 103, 107, 109, 110 AND 113 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 7, 10, 22, 49 AND 76 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 6, 13 AND 69 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 30, 32, 42, 43, 44, 93, 100, 106, 117 AND 120 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PART 127 ON PLAN 66R29891 AS IN AT5106662; CITY OF TORONTO

Address TORONTO

PIN 21298 - 0531 LT

Description PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PARTS 2, 94, 125 AND 133 ON PLAN 66R29891; SUBJECT TO EASEMENTS IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 4-8, 10, 12-16, 19, 50, 72, 93, 96, 97, 99, 129, 130, 132, 17, 18, 22, 24-28, 30-32, 34, 36, 37, 39-46, 48, 49, 51-59, 62, 63, 65-67, 69-71, 75-85, 89, 92, 95, 100-104, 106-115, 117, 118, 120-123, 127, 131 AND 134-136 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH EASEMENTS OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 4-8, 10, 12-16, 19, 50, 72, 93, 96, 97, 99, 129, 130, 132, 17, 18, 22, 24-28, 30-32, 34, 36, 37, 39-46, 48, 49, 51-59, 62, 63, 65-67, 69-71, 75-85, 89, 92, 95, 100-104, 106-115, 117, 118, 120-123, 127, 131 AND 134-136 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT AS IN AT4879916; TOGETHER WITH AN EASEMENT OVER PART BLOCK 6, PLAN ORDNANCE RESERVE, DES. AS PART 4, PLAN 66R22678 AS IN AT702144; TOGETHER WITH AN EASEMENT OVER PART BLOCK 6, PLAN ORDNANCE RESERVE, PART 3 ON PLAN 66R22678 FOR INGRESS AND EGRESS OF PEDESTRIANS AND MOTOR VEHICLES UNTIL SUCH TIME AS THE SAID PART 3, PL 66R22678 IS DEDICATED AS A PUBLIC ROADWAY AS IN AT1276608; TOGETHER WITH AN EASEMENT OVER PART BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PART 3 ON PLAN 66R-21448 UNTIL SAME IS DEDICATED AS A PUBLIC HIGHWAY AS IN AT3511747; SUBJECT TO AN EASEMENT IN GROSS OVER PART 8 PLAN 66R30524 AS IN AT5064146; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 5, 18, 72, 96, 97, 102, 103, 107, 109, 110 AND 113 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 7, 10, 22, 49 AND 76 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 6, 13 AND 69 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 30, 32, 42, 43, 44, 93, 100, 106, 117 AND 120 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PART 127 ON PLAN 66R29891 AS IN AT5106662; CITY OF TORONTO

Address TORONTO

PIN 21298 - 0532 LT

Description PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PARTS 4, 5, 6, 7, 8, 10, 12, 13, 14, 15, 16, 19, 50, 72, 93, 96, 97, 99, 129, 130 AND 132 ON PLAN 66R29891; SUBJECT TO EASEMENTS IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PARTS 1, 2, 3, 9, 11, 94, 98, 105, 125, 133,

Properties

20, 21, 23, 29, 33, 35, 38, 47, 60, 61, 64, 68, 73, 74, 86, 87, 88, 90, 116, 119, 124, 126, 128 AND 137 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH EASEMENTS OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PARTS 1, 2, 3, 9, 11, 94, 98, 105, 125, 133, 20, 21, 23, 29, 33, 35, 38, 47, 60, 61, 64, 68, 73, 74, 86, 87, 88, 90, 116, 119, 124, 126, 128 AND 137 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT AS IN AT4879916; TOGETHER WITH AN EASEMENT OVER PART BLOCK 6, PLAN ORDNANCE RESERVE, DES. AS PART 4, PLAN 66R22678 AS IN AT702144; TOGETHER WITH AN EASEMENT OVER PART BLOCK 6, PLAN ORDNANCE RESERVE, PART 3 ON PLAN 66R22678 FOR INGRESS AND EGRESS OF PEDESTRIANS AND MOTOR VEHICLES UNTIL SUCH TIME AS THE SAID PART 3, PL 66R22678 IS DEDICATED AS A PUBLIC ROADWAY AS IN AT1276608; TOGETHER WITH AN EASEMENT OVER PART BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PART 3 ON PLAN 66R-21448 UNTIL SAME IS DEDICATED AS A PUBLIC HIGHWAY AS IN AT3511747; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1, 2, 3, 5, 6 & 7 PLAN 66R30524 AS IN AT5064146; SUBJECT TO AN EASEMENT OVER PARTS 5, 72, 96 AND 97 ON PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE DESIGNATED AS PARTS 1, 2, 3, 9, 11, 94, 98, 105, 125, 133, 20, 21, 23, 29, 33, 35, 38, 47, 60, 61, 64, 68, 73, 74, 86, 87, 88, 90, 116, 119, 124, 126, 128 AND 137 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT OVER PARTS 7 AND 10 PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE DESIGNATED AS PARTS 1, 2, 3, 9, 11, 94, 98, 105, 125, 133, 20, 21, 23, 29, 33, 35, 38, 47, 60, 61, 64, 68, 73, 74, 86, 87, 88, 90, 116, 119, 124, 126, 128 AND 137 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT OVER PARTS 6 AND 13 PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE DESIGNATED AS PARTS 1, 2, 3, 9, 11, 94, 98, 105, 125, 133, 20, 21, 23, 29, 33, 35, 38, 47, 60, 61, 64, 68, 73, 74, 86, 87, 88, 90, 116, 119, 124, 126, 128 AND 137 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT OVER PART 93 PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE DESIGNATED AS PARTS 1, 2, 3, 9, 11, 94, 98, 105, 125, 133, 20, 21, 23, 29, 33, 35, 38, 47, 60, 61, 64, 68, 73, 74, 86, 87, 88, 90, 116, 119, 124, 126, 128 AND 137 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PARTS 11 AND 60 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PART 74 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PART 116 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PARTS 119, 124 AND 137 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PART 126 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON PLAN 66R29893 AS IN AT4843917; SUBJECT TO AN EASEMENT OVER PARTS 6, 129 AND 130 ON PLAN 66R29891 AS IN AT3681281 PARTIAL RELEASE AS IN AT4843923; CITY OF TORONTO

Address TORONTO

PIN 21298 - 0533 LT

Description PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PARTS 20, 21, 23, 29, 33, 35, 38, 47, 60, 61, 64, 68, 86, 87, 88, 90, 116, 119, 124, 126, 128, 137 ON PLAN 66R29891; SUBJECT TO EASEMENTS IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 4-8, 10, 12-16, 19, 50, 72, 93, 96, 97, 99, 129, 130, 132, 17, 18, 22, 24-28, 30-32, 34, 36, 37, 39-46, 48, 49, 51-59, 62, 63, 65-67, 69-71, 75-85, 89, 92, 95, 100-104, 106-115, 117, 118, 120-123, 127, 131 AND 134-136 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH EASEMENTS OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 4-8, 10, 12-16, 19, 50, 72, 93, 96, 97, 99, 129, 130, 132, 17, 18, 22, 24-28, 30-32, 34, 36, 37, 39-46, 48, 49, 51-59, 62, 63, 65-67, 69-71, 75-85, 89, 92, 95, 100-104, 106-115, 117, 118, 120-123, 127, 131 AND 134-136 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT OVER PART 60 ON PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 4-8, 10, 12-16, 19, 50, 72, 93, 96, 97, 99, 129, 130 AND 132 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT OVER PART 60 ON PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PARTS 17, 18, 22, 24-28, 30-32, 34, 36, 37, 39-46, 48, 49, 51-59, 62, 63, 65-67, 69-71, 75-85, 89, 92, 95, 100-104, 106-115, 117, 118, 120-123, 127, 131 AND 134-136 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT OVER PART 116 PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 4-8, 10, 12-16, 19, 50, 72, 93, 96, 97, 99, 129, 130 AND 132 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT OVER PART 116 PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PARTS 17, 18, 22, 24-28, 30-32, 34, 36, 37, 39-46, 48, 49, 51-59, 62, 63, 65-67, 69-71, 75-85, 89, 92, 95, 100-104, 106-115, 117, 118, 120-123, 127, 131 AND 134-136 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT OVER PARTS 119, 124 AND 137 PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 4-8, 10, 12-16, 19, 50, 72, 93, 96, 97, 99, 129, 130 AND 132 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT OVER PARTS 119, 124 AND 137 PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PARTS 17, 18, 22, 24-28, 30-32, 34, 36, 37, 39-46, 48, 49, 51-59, 62, 63, 65-67, 69-71, 75-85, 89, 92, 95, 100-104, 106-115, 117, 118, 120-123, 127, 131 AND 134-136 PLAN 66R29891 AS IN

Properties

AT5106662; SUBJECT TO AN EASEMENT OVER PART 126 PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 4-8, 10, 12-16, 19, 50, 72, 93, 96, 97, 99, 129, 130 AND 132 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT OVER PART 126 PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PARTS 17, 18, 22, 24-28, 30-32, 34, 36, 37, 39-46, 48, 49, 51-59, 62, 63, 65-67, 69-71, 75-85, 89, 92, 95, 100-104, 106-115, 117, 118, 120-123, 127, 131 AND 134-136 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 66R28982 AS IN CT712270; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 5, 18, 72, 96, 97, 102, 103, 107, 109, 110 AND 113 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 7, 10, 22, 49 AND 76 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 6, 13 AND 69 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 30, 32, 42, 43, 44, 93, 100, 106, 117 AND 120 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PART 127 ON PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT IN GROSS OVER PART 10 ON PLAN 66R30524 AS IN AT5064146; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3 66R29101 SAVE AND EXCEPT PART 92 66R29891 AS IN AT4816071; CITY OF TORONTO

Address TORONTO

PIN 21298 - 0534 LT

Description PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PART 73 PLAN 66R29891; SUBJECT TO EASEMENTS IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 4-8, 10, 12-16, 19, 50, 72, 93, 96, 97, 99, 129, 130, 132, 17, 18, 22, 24-28, 30-32, 34, 36, 37, 39-46, 48, 49, 51-59, 62, 63, 65-67, 69-71, 75-85, 89, 92, 95, 100-104, 106-115, 117, 118, 120-123, 127, 131 AND 134-136 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH EASEMENTS OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 4-8, 10, 12-16, 19, 50, 72, 93, 96, 97, 99, 129, 130, 132, 17, 18, 22, 24-28, 30-32, 34, 36, 37, 39-46, 48, 49, 51-59, 62, 63, 65-67, 69-71, 75-85, 89, 92, 95, 100-104, 106-115, 117, 118, 120-123, 127, 131 AND 134-136 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT AS IN AT4879916; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 66R28982 AS IN CT712270; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 5, 18, 72, 96, 97, 102, 103, 107, 109, 110 AND 113 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 7, 10, 22, 49 AND 76 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 6, 13 AND 69 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 30, 32, 42, 43, 44, 93, 100, 106, 117 AND 120 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PART 127 ON PLAN 66R29891 AS IN AT5106662; CITY OF TORONTO

Address TORONTO

PIN 21298 - 0535 LT

Description PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PART 74 PLAN 66R29891; SUBJECT TO EASEMENTS IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 4-8, 10, 12-16, 19, 50, 72, 93, 96, 97, 99, 129, 130, 132, 17, 18, 22, 24-28, 30-32, 34, 36, 37, 39-46, 48, 49, 51-59, 62, 63, 65-67, 69-71, 75-85, 89, 92, 95, 100-104, 106-115, 117, 118, 120-123, 127, 131 AND 134-136 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH EASEMENTS OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 4-8, 10, 12-16, 19, 50, 72, 93, 96, 97, 99, 129, 130, 132, 17, 18, 22, 24-28, 30-32, 34, 36, 37, 39-46, 48, 49, 51-59, 62, 63, 65-67, 69-71, 75-85, 89, 92, 95, 100-104, 106-115, 117, 118, 120-123, 127, 131 AND 134-136 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT AS IN AT4879916; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 66R28982 AS IN CT712270; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 5, 18, 72, 96, 97, 102, 103, 107, 109, 110 AND 113 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 7, 10, 22, 49 AND 76 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 6, 13 AND 69 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 30, 32, 42, 43, 44, 93, 100, 106, 117 AND 120 ON PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PART 127 ON PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT OVER PART 74 ON PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED PARTS 4-8, 10, 12-16, 19, 50, 72, 93, 96, 97, 99, 129, 130 AND 132 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT OVER PART 74 ON PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PARTS 17, 18, 22, 24-28, 30-32, 34, 36, 37, 39-46, 48, 49, 51-59, 62, 63, 65-67, 69-71,

Properties

75-85, 89, 92, 95, 100-104, 106-115, 117, 118, 120-123, 127, 131 AND 134-136 PLAN
66R29891 AS IN AT5106662; CITY OF TORONTO

Address TORONTO

PIN 21298 - 0536 LT

Description PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PARTS 17, 18, 22, 24, 25, 26, 27, 28, 30, 31, 32, 34, 36, 37, 39, 40, 41, 42, 43, 44, 45, 46, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 62, 63, 65, 66, 67, 69, 70, 71, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 89, 91, 92, 95, 100, 101, 102, 103, 104, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 117, 118, 120, 121, 122, 123, 127, 131, 134, 135 AND 136 PLAN 66R29891; SUBJECT TO EASEMENTS IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE DESIGNATED AS PARTS 1, 2, 3, 9, 11, 94, 98, 105, 125, 133, 20, 21, 23, 29, 33, 35, 38, 47, 60, 61, 64, 68, 73, 74, 86, 87, 88, 90, 116, 119, 124, 126, 128 AND 137 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH EASEMENTS OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE DESIGNATED AS PARTS 1, 2, 3, 9, 11, 94, 98, 105, 125, 133, 20, 21, 23, 29, 33, 35, 38, 47, 60, 61, 64, 68, 73, 74, 86, 87, 88, 90, 116, 119, 124, 126, 128 AND 137 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT AS IN AT4879916; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 2, 3 AND 4, 66R29101 SAVE AND EXCEPT PART 64 66R29891 AS IN AT4816071; SUBJECT TO AN EASEMENT OVER PARTS 18, 102, 103, 107, 109, 110 AND 113 PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE DESIGNATED AS PARTS 1, 2, 3, 9, 11, 94, 98, 105, 125, 133, 20, 21, 23, 29, 33, 35, 38, 47, 60, 61, 64, 68, 73, 74, 86, 87, 88, 90, 116, 119, 124, 126, 128 AND 137 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT OVER PARTS 22, 49 AND 76 PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE DESIGNATED AS PARTS 1, 2, 3, 9, 11, 94, 98, 105, 125, 133, 20, 21, 23, 29, 33, 35, 38, 47, 60, 61, 64, 68, 73, 74, 86, 87, 88, 90, 116, 119, 124, 126, 128 AND 137 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT OVER PART 69 PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE DESIGNATED AS PARTS 1, 2, 3, 9, 11, 94, 98, 105, 125, 133, 20, 21, 23, 29, 33, 35, 38, 47, 60, 61, 64, 68, 73, 74, 86, 87, 88, 90, 116, 119, 124, 126, 128 AND 137 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT OVER PARTS 30, 32, 42, 43, 44, 100, 106, 117 AND 120 PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE DESIGNATED AS PARTS 1, 2, 3, 9, 11, 94, 98, 105, 125, 133, 20, 21, 23, 29, 33, 35, 38, 47, 60, 61, 64, 68, 73, 74, 86, 87, 88, 90, 116, 119, 124, 126, 128 AND 137 PLAN 66R29891 AS IN AT5106662; SUBJECT TO AN EASEMENT OVER PART 127 PLAN 66R29891 IN FAVOUR OF PART OF BLOCK 6, PLAN ORDNANCE RESERVE DESIGNATED AS PARTS 1, 2, 3, 9, 11, 94, 98, 105, 125, 133, 20, 21, 23, 29, 33, 35, 38, 47, 60, 61, 64, 68, 73, 74, 86, 87, 88, 90, 116, 119, 124, 126, 128 AND 137 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PARTS 11 AND 60 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PART 74 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PART 116 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PARTS 119, 124 AND 137 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6, PLAN ORDNANCE RESERVE, DESIGNATED AS PART 126 PLAN 66R29891 AS IN AT5106662; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 66R29892 AS IN CT712270; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 4 AND 9 ON PLAN 66R30524 AS IN AT5064146; CITY OF TORONTO

Address TORONTO

Consideration

Consideration \$3,301,822.57

Claimant(s)

Name SPEEDY ELECTRICAL CONTRACTORS LIMITED
Address for Service c/o Levine Sherkin Boussidan
23 Lesmill Rd., Suite 300
Toronto, ON M3B 3P6

I am the lien claimant and the facts stated in the claim for lien are true.

I, Albert Passero, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner KINGSClub DEVELOPMENT INC. and KINGSClub RESIDENCES INC.(85 Hanna Avenue, Toronto, ON) and SEE SCHEDULE Name and address of person to whom lien claimant supplied services or materials KINGSClub DEVELOPMENT INC. and KING LIBERTY NORTH CORPORATION (85 Hanna Avenue, Suite 400, Toronto, ON) Time within which services or materials were supplied from 2015/06/01 to 2019/08/23 Short description of services or materials that have been supplied THE

LRO # 80 Construction Lien

Received as AT5219327 on 2019 08 23 at 09:49

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 5 of 5

Statements

SUPPLY OF ELECTRICAL WORK, INCLUDING ALL RELATED MATERIALS, LABOUR, SERVICES, AND EXTRAS Contract price or subcontract price \$15,840,962.10, plus HST Amount claimed as owing in respect of services or materials that have been supplied \$3,301,822.57, inclusive of HST

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien Schedule: The following own the beneficial interest in the property and are "owners" as defined by the Construction Act: KING LIBERTY NORTH CORPORATION (85 Hanna Avenue, Suite 400, Toronto, ON) and CAPREIT LIMITED PARTNERSHIP and CAPREIT GP INC. (11 Church Street, Suite 401, Toronto, ON)

Signed By

Jeremy Kyle Sacks 23 Lesmill Road, #300 acting for Signed 2019 08 23
Toronto Applicant(s)
M3B 3P6

Tel 416-224-2400

Fax 416-224-2408

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

LEVINE SHERKIN BOUSSIDAN 23 Lesmill Road, #300 2019 08 23
Toronto
M3B 3P6

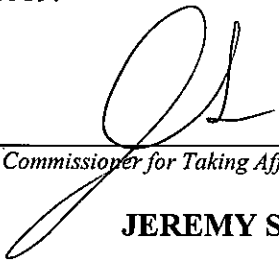
Tel 416-224-2400

Fax 416-224-2408

Fees/Taxes/Payment

Statutory Registration Fee \$64.40
Total Paid \$64.40

This is Exhibit "T" referred to in the Affidavit of Marco Bucci sworn September 4, 2019.



Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS

Jeremy Sacks

Subject: Kingsclub August Progress Draws
Attachments: Kingsclub - Progress 53 HB (CO #2).pdf; Kingsclub - Progress 52 (CO#2).pdf; Kingsclub Progress 51 HB.PDF; Kingsclub - Progress 50.pdf; KHL-Speedy Final Account For Signature; RE: KHL-Speedy Final Account For Signature

From: Pouya Abedi [mailto:Pouya.Abedi@multiplex.global]

Sent: August-23-19 10:48 AM

To: Sonia Ciarelli <SCiarelli@speedyelectric.ca>; Piya Moraes <Piya.Moraes@multiplex.global>

Cc: Marco Bucci <MBucci@speedyelectric.ca>; Albert Passero <apassero@speedyelectric.ca>; Domenic Passero <dpassero@speedyelectric.ca>; Jason Williams <Jason.Williams@multiplex.global>; David Simon <David.Simon@multiplex.global>

Subject: RE: Kingsclub August Progress Draws

Hi Sonia,

We have reviewed your invoices and would like to refer you to e-mails of Aug 1, 2019 and Aug 16, 2019 pertaining to status of final account position of Speedy Electric for the noted project.

Please see below comments to each invoice:

- Kings Club Progress 50 * invoice for month of August * – at amount of \$76,465.10 (less holdback) – This is acceptable
- Kings Club Progress 51 holdback – at amount of \$7,646.51 – This cannot be claimed until the form 6 and final account positions have been signed as per e-mail of Aug 1, 2019.
- Kings Club Progress 52 invoice for CO#2 – at amount of \$1,250,041.69 – This cannot be claimed, as per our client's request a detailed substantiation and chronology of events associated with this change order has been requested from Speedy. Refer to e-mail of Aug 16, 2019.
- Kings Club Progress 53 holdback invoice for CO#2 – This cannot be claimed, as per our client's request a detailed substantiation and chronology of events associated with this change order has been requested from Speedy. Refer to e-mail of Aug 16, 2019.

A snapshot of the acceptable final account position is depicted below for your use:

Final Account Summary

Item	Value (Excluding HST)
Base Contract Award	\$6,750,000.00
Add: Variations to Contract (COs)	\$9,150,480.03
Add: Variations to Contract (Unapproved COs)	\$81,568.86
Negative Claim from CO-15037-02	-\$1,250,041.69
Gross Value of Final Account (Excluding HST)	\$14,732,007.20

Regards,

Pouya Abedi
Assistant MEP Manager

MULTIPLEX

Multiplex Construction Canada Ltd
KING HIGH Line
1100 King Street West
Toronto, Ontario M 647 824 2541
E pouya.abedi@multiplex.global
W www.multiplex.global



From: Sonia Ciarelli [<mailto:SCiarelli@speedyelectric.ca>]

Sent: Wednesday, August 21, 2019 1:39 PM

To: Pouya Abedi <Pouya.Abedi@multiplex.global>; Piya Moraes <Piya.Moraes@multiplex.global>

Cc: Marco Bucci <MBucci@speedyelectric.ca>; Albert Passero <apassero@speedyelectric.ca>; Domenic Passero <dpassero@speedyelectric.ca>

Subject: Kingsclub August Progress Draws

Pouya,

Please see attached draws for payment.

Regards,

Sonia Ciarelli | HR Manager

SPEEDY ELECTRICAL CONTRACTORS LTD.

PH (888) 605-1525 toll free (905) 264-2344 ext. 221 FAX (905) 264-1158
114A Caster Avenue Woodbridge ON L4L 5Y9
sciarelli@speedyelectric.ca

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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF URBANCORP TORONTO MANAGEMENT INC., URBANCORP TORONTO MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE) INC., URBANCORP (PATRICIA) INC., URBANCORP (MALLOW) INC., URBANCORP (LAWRENCE) INC., URBANCORP DOWNSVIEW PARK DEVELOPMENT INC., URBANCORP (952 QUEEN WEST) INC., KING RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC., HIGH RES. INC., BRIDGE ON KING INC. (COLLECTIVELY, THE "APPLICANTS") AND THE AFFILIATED ENTITIES LISTED IN SCHEDULE "A" HERETO

Court File No. CV-16-11389-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED IN TORONTO

MOTION RECORD

LEVINE SHERKIN BOUSSIDAN

Barristers

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Toronto ON M3B 3P6

KEVIN D. SHERKIN LSUC# 27099B

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Lawyers for Speedy Electric Contractors Limited